

1901-007
Lee Co.

Chancery Causes: William M. Young vs. Benjamin D. Jones &c

Chance, Jones, Allen, Carmack, McGeorge, Bailey, Nickles,
Bullitt, Mills, Bullett, Mann, Collins, Pridemore

- Deed

CA-Debt

T-Property

To the Hon. H. K. Morrison
Judge of the Circuit Court of
Lee County, Virginia:

Your Orator William
Young who humbly complai-
ns would respectfully rep-
resent, that, that heretofore
he sold to one Wm D. Jones
a tract of land situated in
this County. And the price
of the same was \$12,000.00,
all of which has been
paid and arranged satisfac-
torily except the sum of
\$3,000.00, for the sum on
the first day of May 1889
the said Jones executed her
bond for the sum of said
\$3,000.00 payable two years
after the date thereof, and the
Jones waived the benefit of
his Homestead exemption.

This bond upon its face
shows that it was executed
for the last payment for the
Young tract of land situated
in Hald Cat Valley Lee County
Virginia and is a lien on
said tract of land for said

Sum of money. And on the 9th day of August 1889 said mate was duly recorded in the Clerk's office of said County in the book kept for the recording of deeds.

This bond and the Certificate of recordation is herewith filed and marked "13" and is prayed to be considered as part hereof.

In the mean time the said Jones had sold said land or a part of it to one William George Jr. who now claims an interest therein, and the said Jones was very anxious to have said lien released upon one half of said tract, and so on the 22^d day of October 1889, the said Jones together with Wm. H. Pickles, J. B. F. Mills & J. F. Bullett Jr. entered into a bond with Callahan & Connelley, in the penal sum of six thousand dollars, conditioned to pay all such sums as was due on said purchase money and as would not be paid by said Jones.

on maturity. And in the event of
a sale if one half of said
tract would not and did not
pay the one half of the purchase
money then said obligors were to
pay any arrearage which might
there appear - This was done
because before that time, the said
Jones as said bond shew, had
paid one half of said pur-
chase money first shew to be
due and he wanted the purchase
money to his credit, to operate as
a release, but your executor was
advised that his remaining
purchase money was a lien on
the whole tract and refused unless
he was fully secured - And to
secure and provide that one half
of said bond should pay and
discharge the remaining half of the
purchase money was the cause of
the execution of said last named
bond. Upon its execution your executor
and his wife executed a deed of
release of his purchase money
on said and he is advised that
on that half he has no lien
but on the other half he is

advised and charges that he has a
lien on said land so sold by
him for the bond here sued on.

But your is informed that in
the present condition of the County
and the want of a market for
mineral land for which this tract
is supposed to be most valuable
it is doubtful whether or not
the said bond will on a sale bring
the amount due your order, and
should it fail then your order is
advised he would be entitled to
a decree against the said Wm D.
Jones personal representative and
heirs and his said security for the
deficiency if any. This last
now bond or a copy of it will
in due time be filed hereunder
as part hereof, ^{marked "B"} and is prayed to
be considered hereunto.

Since the execution of said note
and bond the said Wm D. Jones has
departed this life, having first
made and executed his last will
and testament whereby he disposed
of his entire estate both real and
personal. And by his said will

the following persons are his heirs
at law viz: Catharine B. Jones
widow of said Wm D. Jones, Wm B.
Jones John M. Jones Ben. D. Jones
Nancy E. Allen Wm J. Leamack and
the unknown infant heirs of Sam. C. Jones deceased
but one James Chame of the City
of Philadelphia Pa. has qualified
in the Circuit Court of Scott County
Va as his executor.

The interest which the said Wm
McGeorge Jr. acquired in said land,
he acquired with a full knowledge
of your creditor's lien for his said
purchase money, and knew that
it was outstanding and unpaid.
Your creditor has been informed that
one S. Lawrence French of Boston
and J. M. Bailey ^{and Percy McGeorge} claim an interest
in said land but just what it is
he calls on them to answer. Whatever
it may be, they acquired with
full knowledge of your creditor's
lien and outstanding purchase
money.

The object of this bill there-
fore is to have enforced against
~~said~~ one half of said land
fully described in a ^{copy of} deed

herewith filed as part hereof
marked "D" And which is a copy
of the deed made by your orator
to said Jones: And to have said
half or so much thereof as may
be necessary sold and the proceeds
paid on his said purchase money
bond first herein mentioned. And
should it prove insufficient then
that a personal decree be rendered
against said Jones' personal repre-
sentative and executors for any such
deficiency, and should they fail to
pay or discharge the same, then that
a personal decree be rendered
against said securities in said
bond with Collateral Conditions viz:
Wm. H. Nichols, J. B. H. Mills, and
J. H. Bullitt Jr.

To effecte which your orator
prays that J. C. Chance executor
of the last will and Testament of
W. D. Jones, deceased, Catherine
Jones, B. D. Jones, J. M. Jones W. J.
James Eligahet ~~James~~ Allen W. J.
Carmack, and the unknown heirs of
J. C. Jones deceased all of whom
are infants and non residents

And Wm H. Nickles, J. H. Bullett
Jr. and J. B. F. Mills and William
McGeorge Jr and John M. Bailey
and ~~S. Lawrence~~ ^{Perry McGeorge}
be made parties and answer the
same but they need not do so
upon oath, that being expressly
waived. And on a hearing & de-
cree be rendered, enforcing your
orders being upon one half of
said tract of land, that the same
be sold or so much thereof as may
be necessary to pay the same, and
should it fail to fully pay the
same then that Wm H. Nickles
J. B. F. Mills and J. H. Bullett Jr
be decreed to pay and discharge the
residue. And for all other
further and general relief
May your wisdom see.

A. L. Delmonico

p. 9

W. D. Jones et al.

W. D. Jones et al.

Ben. D. Jones et al.

1871 2nd July Rules Billed

in filed, Order Pub. & Co.

11 1st Aug. Rules Contd. for
under Publication

2nd Aug. Rules Order

Publication completed

1st Sept. Case set for hearing

1st Oct. Term & execution

1st Nov. Decree & costs

1st Dec. Decree & costs paid

1st Jan. Rules

To the Honorable H. S. K. Morrison
Judge of the Circuit Court of Lee
County Virginia:

The amended and
supplemental bill of Wm M. Young
in a Chancery Cause now pending
in this Honorable Court wherein
your orator is plaintiff and
Ben. S. Jones et al are defend-
ants, which amendment is made
in pursuance of a decretal
order, rendered in said Cause
on December the 4th 1891. But your
orator here reiterating and re-
asserting each and every allegation
in said Bill as fully as if here
copied and set out in full for
amendment and supplement
thereto would say, that the cause
of said demurrer as pointed
out was for the following state-
ment in said original bill -

"In the meantime the said Jones sold
said land or a part of it to one
Wm Mc George Jr who now claims an
interest therein" The said words being
held to mean that Mc George had
purchased his interest from said

Jones before your crators lien had attached, to make clear this passage in said original bill is the main object of this amendment -

Your crator alleges that at the time said Wm McGeorge and Percy McGeorge and John M. Bailey made their purchases they each had both actual and Constructive notice of your crators lien -

He therefore calls on them each to file an abstract of their Conveyances and show if they can what if any interest they have ever and above that admitted by your crator. J. M. Bailey deed bears date Jan 22^d. 1889. and is for a moiety of the land in the original bill mentioned. The deed of trust to Percy McGeorge bears date on the day of 1889, and is for one undivided 16th part thereof. The deed to Wm McGeorge Jr. is dated April the first 1889, and recorded July 5th. 1889 and is also for one undivided sixteenth part of said land. It will be observed that your crators lien exhibited in his original bill is

dated May the 1st. 1889 and recorded
~~July~~ Aug. 9th 1889. But was Mr George
had full and positive information
before he made his purchase that
your orator had a lien upon said
land so sold to him by ~~Prin~~
Jones - and he purchased with full
knowledge thereof, and his own
deed shows it on its face for the
Contract that said Jones should
pay the outstanding purchase money
which was held by no one except
himself - And he was personally
notified by your orator in the presence
of several persons and also by letter
by R. A. Ayers and others.

But this can be of little importance
because in October 1888, your orator
filed his bill in Chancery on for-
sign attachment and made the
affidavit required by law and
filed and recorded in the clerk's office
in deed book 23 his Lis-pendens on
said land, and at the December term
of this Hon. Court obtained a
decree for the sale thereof under
and by virtue of the attachment there-
before sued out by him and levied

on this identical land which had
been attached in said cause a copy
of said Lis Pendens is herewith
filed as part hereof. And this at-
tachment cause was not dis-
missed until April 3rd 1890, a copy
of said final order will also be
found filed herewith as part hereof.
By an inspection of all which
it will be seen that said land
was attached for \$2000.⁰⁰ and in-
terest as thereon stated, which was
a part of the note or bond and
lien in the original Bill and
on. And the same was in full
force and said Lis Pendens recorded
from Oct 5th 1888, to April the 3rd 1890
so that by the records, this attachment
and lien for the said \$2000.⁰⁰ and inter-
est was pending and in full force
long before at the time and long after
each and every conveyance to Percy
Mc George Trustee, Wm Mc George Jr. or
John M. Bailey - and no doubt this is
the reason why said Jones retained a
lien in Bailey deed for one half
of said purchase money and agreed

and undertook in the George's deed to pay the outstanding purchase money -

This suit gave rise to, a compromise between your orator and the said Jones, on the first day of May 1889 and on that day the said Jones executed the bond and lien in the original Bill mentioned and sued on, and which covered the \$2000.00 and interest, and a small amount besides - And on that day the said Jones executed an after agreement whereby he recited the said action then pending against him, and entered into an agreement whereby he was to pay in 30 days the sum of two thousand dollars and in one year the bond and lien sued on, and further that said unpaid sums were to be remain a lien on said land - This Bond is herewith filed as part hereof, marked "Bond & agreement" and is prayed to be considered herewith as part hereof - It was this bond last named, and the lien sued on that was held by your orator and sought to be enforced, that moved

the said Jones on Oct 22nd 1889, to seek
your orator and for days importune
him to take personal security for
his lien on said land and release
his said lien on one half of said
land, so that said Jones might
the more fully comply with his
 manifold conveyances and con-
tracts made in and about your
orators property. And on this last
named day your orator to accom-
modate the said Jones agreed to do
and the bond of that date, was
made and entered into. It is filed
with the original bill, but is again
referred to here as exhibit "X", "Bond"
and is prayed to be considered as
part hereof. By an inspection of
which it will be seen your orator
states he retained a lien for the un-
paid purchase money, not in the
 deed of conveyance for that was
not the fact and it was well
known to all the parties that it was
not a fact, if that had been
done there could have been no use
for the attachment or lien mentioned
in the bond sued on, at that date

the lien and now and the attachment
and Lis Pendens were all in full
force of record in county books
as shown by the exhibits - and on that
day and before the said Jones had
fully paid one half the purchase
money, and your crater and his
wife being required to and did ex-
ecute a deed of release on one
half of said tract, and his at-
tachment and written lien being on
the whole tract, then it was that
said Jones, Wm H. Nickles, J. H. Bullett
and J. B. H. Mills undertook, and ob-
ligated themselves, in the bond of this
last date, to secure and provide that
your crater's un-paid purchase money
should be paid - And your crater is
advised that having under their
solemn deed & bond acknowledged that
there was such lien, they are estopped
to deny it now if even there was
none such. But in truth and in fact
your crater had the lien then in full
force, and by this bond he was
brought into security and firmly be-
lieved that the parties hereto were
honest and fair men little dreaming

that they were scheming to defeat his honest claim to the money due on his own property - He hopes still that they may prove his confidence in them not misplaced

Your orator asserts therefore that at the time and long before, the several conveyances to J. M. Bailey, Percy McGeorge Trustee and Wm McGeorge Jr. your orator had an attachment lien by duly recorded Lis Pendens on said land viz from Oct 22nd 1888 to April 3rd 1890.

That said Bailey's deed contains a reservation for one half the Purchase money due your orator from said Jones, that this reservation cures to your orator's benefit even if had had no other lien and said Bailey took subject to your orator's right.

2 That his said lien and the lien in the note and on, had been brought personally home to said Bailey Percy McGeorge Trustee and Wm McGeorge Jr. and that they purchased with full notice, of your orator's attachment & written lien and therefore subject to it -

That whether or not there ever was
 such heir the said Jones, (Wm D) Wm H.
 Nickles J. B. Mills and J. F. Bullett
 are estopped to deny the same. and
 are bound for one half of said
 purchase money. He is advised
 that the trust to George McGeorge has
 been fully paid and settled and that
 if not there are sufficient other
 effects in hands outside the land,
 here sought to be subjected to pay
 all that is secured by said trust &
 that as the said beneficiaries have
 two securities a court of equity
 will compel them to shift the trust
 off of this tract on which alone
 your creditor has security: He alleges
 that Wm McGeorge has a conveyance
 for the identical same subject which
 said trustee has and that is only one
 undivided sixteenth part of said
 tract or at most only two undivided
 sixteenth parts or equal to one eighth
 of the whole tract; that one half
 of said tract and $\frac{1}{8}$ of the other half
 is subject to your creditor's said claim.
 But that on its failure to said
 heirs of Wm D. Jones to whom

assets have descended are entitled to
and bound to pay the same and on
their failure that Wm H. Nickles
J. H. Bullett Jr. and J. B. H. Mills are
liable for and bound to pay the same
The object of this amendment and
the original bill therefore is to have
said lien enforced upon said
land and a sufficient amount
thereof sold to pay the same; that
on its failure the said heirs and
legates of the said Jones to whom
assets have descended pay the same
and on their failure that Wm H.
Nickles, J. H. Bullett Jr. and J. B. H.
Mills pay the same.

To effect which he prays that J. C.
Chance executor of the last will and
testament of the said ^{George} Jones deceased
Catherine B. Jones, Benj. D. Jones J. M.
Jones ~~W. J. James~~, Elizabeth Allen W. J.
Carmack the unknown next heirs
of Samuel C. Jones deceased Wm Mc-
George Jr. Percy McGeorge trustee J. M.
Bailey, Wm H. Nickles, J. H. Bullett Jr.
and J. B. H. Mills be made parties de-
fendants to this bill and answer the
same - that said executor answer and

state what sum or sums there are in
his hands for the payment of debts
that Percy McGeorge trustee answered
state how he has executed said trust
and whether or not the same has not
been fully paid and discharged or if
only in part how much; that said
after defendant's answer to same
but they need none do so upon
oath that being expressly waived
that an order of publication be
made again - the non residents and
a guardian ad litem be ap-
pointed for the infant defendants
to answer & defend them - And on
a hearing a decree he rendered
enforcing your orders said herein
against said land in its original
and this amended bill mentioned
and that so much thereof be
sold as will pay and discharge the
same - or its failure to do then that
said legatee pay the same or cause the
said executor to do so or on their
failure that Wm H. Strickles, J. B. F.
Mills & J. H. Bullett Jr be required to
pay or discharge the same and
for all costs further and

(1)
J.P.
Wm M. Young

V.D. Amended
Bill.

Ben D. Jones et al

1892 2^d Feby Rules of the
and Bill filed Spu
Eyd on home depts
I nisi as to their
order Pub. & Court
" 1st 2 March Rules Court
" 1st 2 April " "
" 1st May " "
" 2^d May Rules of P.
Completed D. V. Conf
& Cause set for
hearing

General Receipt. May before court
H. A. Proctor
P. 4.

Archib Court, Lee County, Va
Wm Young Plff
vs } Petition. In Chancery.
Wm D. Jones et al

Petition of Defd. Wm D. Jones.
Humbly Complaining, your petitioner,
Wm D. Jones, represents to the Honorable
Judge H. S. K. Morrison, of the Archib
Court for Lee County, as follows:
1st Your petitioner is not a resident
of the state of Virginia; That
before the term of this Court held
December 1888, plaintiff Wm Young
brought in this Court a suit in Chancery
against your petitioner and against
D. M. Lipps and J. B. F. Mills, upon
a certain bond dated May 25, 1887
for \$3000. subject to a credit of \$1000 as
of June 8, 1888, given in part payment
for a certain tract of land bought by
your petitioner of said plaintiff. That at
said December term of the Court, your
petitioner not then putting an appear-
-ance, he having been summoned merely
by advertisement, and not knowing
of said suit until after judgement,
a decree was rendered by which plain-
-tiff was held entitled to \$2000. and interest
from the date of said note, and said land
ordered, after certain preliminaries,
to be sold to satisfy said judge-
-ment.

Now your petitioner represents

that the enforcement of said decree would do him great wrong, for the following reason: Because, as will appear by reference to the deed filed by plaintiff, your petitioner bought of said Young, as he was induced to believe by said Young, a tract of 1000 acres, for which he agreed to pay the sum of \$10,000.⁰⁰. Now your petitioner represents and charges that it has been ascertained, by accurate survey made recently, that said land does not contain ^{but only contains 589.4 acres} 1000 acres; which your petitioner is advised gives him a clear and undoubted right to an abatement of the purchase money. In as much as your petitioner now represents that he would not have agreed to give by any means as large a sum as \$10,000. for said land, had he not believed the representations of his vendor, said Young, that it contained 1000 acres; that he considered \$10. per acre a fair price for said land and was willing to give that price for it, but that he most certainly would not have paid more than that for it. Wherefore he insists that said judgement

(which would never have been rendered had your petitioner known of the proceedings and been represented) does him great wrong.

Therefore your Honor is respectfully petitioned that said Wm. D. Jones deft. be allowed a reasonable time, in which to answer said bill, to make proof, and do whatever else he is advised may be necessary for his protection; that an order be entered requiring the plaintiff and the Commissioner appointed to sell said land to suspend any action in the premises until such further time as your Honor may fix and that all other proper orders and decrees be made necessary to render to your petitioner the relief to which he may be entitled; and his prayer further is that Wm. Young be made a party defendant hereto. And he will ever pray etc.

Bullitt McDowell
Counsel p. d.

Virginia, Wise County, to-wit
This day personally appeared before
me, ^{J. F. Bullitt Jr.} H. C. McDowell Jr. a notary public
-lic for the state & county aforesaid,

Wm D Jones, whose name is sign-
-ed to the foregoing petition, and
in said state & county, made oath
that of the foregoing petition such
parts as are stated of his own knowl-
-edge are true, and such as are
stated from information derived
from others be believed to be true.

Given under my hand this
23 day of March 1889.

J. F. Bullitt Jr.
N. O. W. Co Va.

Wm Young

Petition

Wm D Jones et al

Filed in open
Court by leave
thereof April 1st 1889
J. F. Bullitt Jr.

Bullitt & McDowell
P.O.

(1)

The Separate Demurrer and Answer of Wm M^e George Jr. to a bill and amended bill in equity brought by Wm M. Young in the Circuit Court of Lee County.

Respondent says that neither said bill nor amended bill is sufficient in law and therefore he demurs thereto; but should further answer be deemed necessary answering he says:

In order that the court may get a clear understanding of the facts in this case respondent will here give them in full in as nearly chronological order as their relativity will permit.

1st By deed dated May 25, 1887, recorded in Lee County May 26, 1887, Wm M. Young & wife conveyed to W. D. Jones the land in the bill mentioned for and in consideration of \$10,000⁰⁰ to be paid as follows viz \$1000⁰⁰ in 3 months, \$3000⁰⁰ in 12 months, \$3000⁰⁰ in 2 years, and \$3000⁰⁰ in 3 years, a copy of which deed is filed herewith as part hereof marked Exhibit-1, from which

(2)

it will be seen that - no lien was re-
turned on said land for said
purchase money or any part thereof.

2nd By deed dated November
12th 1887, recorded in Lee County
April 25 1889. said Jones & wife
conveyed one moiety of said land
to John M. Bailey, for and in
consideration of a certain sum
to wit - \$3000⁰⁰ paid in cash by
said Bailey to Jones, but (as express-
ed in said deed) subject - to the
payment of an equal moiety of
the balance of purchase money
still due and unpaid in ac-
cordance with the terms of this"
said deed from Young to Jones,
a copy of which deed is filed here-
with marked Exhibit - 2". Respon-
dent is informed believes and
charges that - at the date of this
deed the whole purchase money
was due ^(or unpaid) from said Jones to said
Young. and that - said Bailey
by accepting said deed thus be-
came personally bound to said
Young for one half thereof,
that is, for - \$5000⁰⁰; but respon-

deed says that - no lien was re-
tained in this deed, and that
said land was not by it - made
chargeable with any part thereof.

3rd By deed dated February 18, 1888
recorded in the County October 5 - 1888.
said Jones & wife conveyed ^{inter alia} to S.

Lawrence French an undivided $\frac{1}{8}$
interest in said land for and in
consideration of \$20,000⁰⁰ paid in
cash, a copy of which deed is filed
herewith as part hereof marked
"Exhibit-3"; from which it will
be seen that - no mention is made
in said deed of any purchase
money being unpaid to said Jones,
and respondent is informed, be-
lieves, and charges that - at the
time said French took said
deed he knew nothing thereof
and thought - said ~~deed~~ pur-
chase money had been paid in
full.

4th By deed dated June 22, 1889
~~and~~ recorded in the County
June 28 1889, said Bailey
and wife conveyed to J. W. Mason the
undivided moiety of said land which

(4)

had, as aforesaid, been conveyed to said Bailey by said Jones and wife, ~~who~~ for and in consideration of \$2000⁰⁰ paid in cash, a copy of which deed is filed herewith as a part hereof marked Exhibit-4, and in this deed, also, nothing was said about any balance of purchase money due to said Jones.

5th By deed dated July 18th 1889, recorded in the County Aug 5 1889, said Wm D. Jones and wife conveyed to respondent an undivided $\frac{3}{16}$ interest in said land for and in consideration of \$3266⁰⁰ paid in cash, and with the express agreement that all deferred payments which said Jones might owe on said land should be by him paid and discharged, ^{a copy of} which deed is filed herewith as a part hereof marked Exhibit-5.

6th By deed likewise dated July 18, 1889 recorded in the County August 1 1889, said Jones and wife conveyed, *inter alia*, to Percy Mc^r George, in trust, and undivided $\frac{3}{16}$ interest in said land

(5)

for and in consideration of a large sum of money, paid in cash to said Jones, a copy of which deed is filed herewith as part, marked "Exhibit-6".

7th By deed dated December 19 1889, recorded in the County 1889, said J. H.

Mann and wife conveyed to respondent ~~the~~ the undivided moiety of said land which had, as aforesaid, been conveyed to said J. H. Mann by said Bailey and wife, for and in consideration of \$ paid to him in cash, a copy of which deed is filed herewith as a part hereof marked "Exhibit-7".

Thus it will be seen that said vendees, by virtue of the deeds aforesaid, claim the following undivided interests in said land: viz,

Wm ^c George Jr.	11/16	interest
J. L. French	2/16	"
Percy M ^c George Junster	3/16	"

Prior to October 1888, as respondent is informed, believed and charged

(6)

said Jones paid to said Young the note first above mentioned for \$1000⁰⁰ and also paid him on said second note which was for \$3000⁰⁰ and became due May 25, 1888, the sum of \$1000⁰⁰.

In October 1888, said Young brought a suit in equity in this court against said Jones for the sum of \$2000⁰⁰, the balance due on said last mentioned note, alleging that said Jones was a non resident and praying for an attachment against said land and that it might be subjected to the payment of the balance due on said note, and plaintiff now claims that said suit was regularly returned and said attachment levied, and that he thus acquired a lien on said land for the balance due on said note. Respondent says that it is true that said Young did in said suit on Oct. 5, 1888, file

(7)

and have received a list of pendents
a copy of which is filed with his
amended bill, and is here referred
to as a part hereof; but respon-
dent has been unable to find
the papers in said cause
save and except the ~~petition~~
petition and answer of
said Jones, and is therefore
unable to say whether said Jones
did or did not by virtue of
said suit acquire a lien on
said land, as aforesaid, or
on any interest therein. Re-
spondent, therefore, denies that
he did acquire such lien and
calls for proof thereof. But
whether he thus acquired
a lien on any interest in said
land or not, it is clear that
he did not acquire any such
lien on the moiety which had
been previously sold by Jones to
Bailey and the $\frac{1}{8}$ interest pre-
viously sold by Jones to French.

It is true that said Jones ob-
tained a decree in said cause
directing the sale of said land

(8)

for the payment of the balance due on said note, but said Jones had not appeared in said cause and said judgment against him was obtained upon an order of publication and at the April term 1887, filed his petition in said cause setting forth that he had a substantial defense and praying to be allowed to make the same, and was thereupon allowed by the court to file, and did file his answer in said cause setting forth that he had purchased said land upon the representation by said Jones that it contained 1000 acres; that as a matter of fact it contained but $589\frac{4}{5}$ acres, and praying to be allowed an abatement on the purchase price for this deficiency of $410\frac{1}{5}$ acres at the rate of $\$10^{\frac{00}{100}}$ per acre. Whereupon the court entered a decree staying the execution of said former decree and giving said Jones until the next September term of court to make his proof. Said

suit was thereafter settled and
 compromised, as will herein-
 after be more fully set forth,
 and no further action was
 taken therein ~~until~~ until
 April 1st, 1890, and which
 time it was on motion of
 said Young dismissed and
 stricken from the docket, all

~~In the meantime, Henry S.~~
~~Kane and J. P. Kane~~ of which
 will more fully appear by reference
 to the papers, deems ~~some~~ pro-
 ceedings in said case which
 are here referred to as a part-
 hereof.

In the meantime H. S. Kane
 and J. P. Kane had & brought
 in this case an action of ejectment
 against said Young, he being
 in possession of the land as tenant
 of said Jones, for a large part
 of said land. This action was com-
 menced in the summer of 1887, and
 on November 26, 1887, the said
 Jones fearing that ^{possibly} said Kane
 had the better title to said land, <sup>+ wishing to quiet the matter of title
 at any rate</sup> ~~and~~ ^{there} ~~was~~
 promised said action with them by which

compromise said Jones & Kams
 agreed to convey their inter-
 est in said land to said
 Jones for the sum of \$1200⁰⁰
 of which said Jones paid \$200⁰⁰
 in cash and executed his
 note for \$1000 payable two
 years after date with interest.
 A copy of which agreement
 is filed ^{in this court in case of H. P. Kane vs. J. C. Chance & et al.} herewith as ~~from~~
 heretofore marked "Exhibit-8"

~~Thus it will said papers~~
 and proceedings in said action
 of judgment are here referred
 to as a part herof.

Thus it will be seen that
 on May 1st - 1889. Jones had
 parted with a $10\frac{1}{6}\%$ interest in
 said land; had paid said Jones
 \$2000⁰⁰ thereon, and had paid
 and agreed to pay \$1200 to said
 Kams on said land, which should
 probably have been paid by said
 Jones, and that there was a shortage
 in the acreage of said land amount-
 ing to $410\frac{6}{10}$ acres, and that said
 Jones was, therefore, probably
 indebted to said Jones the the

in this court in case of H. P. Kane vs. J. C. Chance & et al.

as Exhibit-8

sum of only \$2494.

This being the status of the matter said Jones and Young made the compromise agreement filed with the amended bill marked "Bond & agreement" dated ~~in~~ May 1, 1889, and which is here referred to as a part hereof. By this agreement, as will appear from an inspection thereof, said Jones agreed to pay said Young \$2000⁰⁰ in 30 days from date and \$3000 or so before May 1st 1891, and this last sum was to be a lien on said land, and said Young agreed to accept these sums in full satisfaction for the balance of purchase money claimed by him for said land and to forthwith dismiss said suit against said Jones.

Respondent believes and charges that the said Jones paid said Young said sum of two thousand dollars

mentioned in said agreement and executed his note or bond for the remaining three thousand dollars therein mentioned, and that this is the note or bond now here used upon. Said agreement was never put to record, and while it is true that said Jones did on August 9, 1889, attempt to have said note or bond for \$3000 recorded and did have it - appear on the deeds books of the county, yet said paper was never acknowledged, was not recordable, and said recordation was invalid and void.

Thus it will be seen that on ~~October 22, 1889~~ July 18, 1889, the date of the deed from Jones & wife to respondent for $\frac{3}{16}$ interest in said land and to Percy McGeorge, trustee, for $\frac{3}{16}$ interest in said land, said Jones had and also on December 18, 1889, the date of the

deed from J. H. Mann to re-
 spondent for a moiety of
 said land, said Jones had
 no lien whatever on said
 land or any interest therein,
 or at least none which would
 affect a purchase for
 value without notice and
 respondent says he was ~~at~~
 in making both of said pur-
 chases a purchaser for value
 without notice — that he had
 no notice, either actual or con-
 structive of said transaction of
 May 1st 1889, nor of said \$3000⁰⁰
 note or bond nor of said
 agreement of May 1, 1889;
 that he had paid the full
 consideration both to said Jones
 and said Mann on said
 purchases and had taken ^{the} deeds
 aforesaid from them and had
 the same recorded before he had
 any such notice.

Respondent further says that
 on October 22, 1889, said Jones
 obtained from said Jones
 a deed of release by which the

(14)

said young if he then had
any claim on the interest - sold
in said land sold as afore-
said by said Jones to
respondent, L. G. French
and Percy M. George &
trustee, expressly released
the same, a copy of which
deed is filed herewith as part
hereof marked Exhibit - 2

Respondent further says
that - of this last mentioned
deed he had no knowledge
or notice either actual or
constructive until long after
he had taken said deed.

From said ~~Manner~~ and
fully paid him the consid-
eration therefor.

Respondent further says that
Henry S. Kane, claiming to be the
assignee of J. P. Kane of the aforesaid
note of Wm D. Jones to said Kanes for
\$1000⁰⁰ mentioned in aforesaid Exhibit
8, and claiming also to be the assignee
of J. L. Shoemaker the administrator
of H. S. Kane deceased of the balance of

The purchase money mentioned in said agreement as money due from Collier on the original contract with H. S. Kane, deceased, has brought suit in equity in this honorable court against respondent and others, claiming that he has a lien on said land for said claims and seeking to subject the same for the satisfaction thereof.

Wherefore respondent prays that this cause be consolidated with said cause of H. S. Kane vs. J. C. Chance, & others, and that a commissioner be appointed to ascertain what liens, if any, there are upon said land, and the priorities thereof, and having fully ^{and denying all the allegations of plaintiffs which are not herein admitted or denied} answered, respondent prays to be hence dismissed with his costs in this behalf expended.

R. T. Irvine
for respondent

Wm M. Young

os } Dr. + Alex.
Wm M. George

Ben. D. Jones chals

Filed in open

Cart by leave

thereof June 16th 1892

J. A. Wyatt

The joint and separate
answers and answers of
J. B. F. Mills, W. H. Strickland,
and J. F. Bulfinch Jr. to a
^{supra mentioned bill} bill
brought against
them and others by ^{Wm}
M. Young in the Circuit
Court of the County.

Respondents say
that - neither said bill
nor amended bill is suffi-
cient - in law and they
demur thereto. but
should further answer
be deemed necessary, ans-
wering they say that - they
have seen the answer of
their co-defendant, ^{Wm M. Fiske Jr.} ~~Wm M. Fiske Jr.~~
and they are informed, believe
and charge that - each and
all the allegations therein are
true and they here refer to said
answer and pray that - the
same may be considered a part
of this answer as fully as if
the allegations therein contained
were here again at length repeated
and respondents also here

refer to each and all of the exhibits filed with said answer of said Wm. McGeorge Jr. and to all the exhibits and papers therein referred to and pray that each and all thereof may be considered and read as a part hereof.

Respondents further say that at the time each of them signed and sealed the bond dated October 22 1889 filed with the bill marked "Bond X" neither of respondents had any knowledge or notice whatever of the compromise agreement between said Jones and Young dated May 1 1889, and no knowledge or notice of the fact that said Jones had executed to said Young the bond or note therein and upon they did know that ~~about~~ the suit referred to in said agreement had been settled.

and compromised and supposed said suit - had been dismissed, but of the terms of said compromise neither of them knew anything whatever.

As an inducement to obtain the signatures of respondents to said bond said Jones and said Young represented to them and each of them that - said Young had retained a lien in said land from himself and wife to said Jones for all the unpaid purchase money on the whole of said land; that - the original purchase price was \$10000⁰⁰ and that - over half thereof had been paid and only \$3000⁰⁰ remained to be paid and that - one half of said land was ample security to satisfy this balance of \$3000⁰⁰; that respondents believed these representations and believed that - they would run but little risk in signing said bond, and as an accom-

modulation to said Jones,
 and without other considera-
 tion of any kind whatsoever,
 agreed that each would
 sign said bond if each of
 the others would do so, and
 accordingly each of the respon-
 dents signed, sealed and
 delivered said bond. But-
 since the bringing of this
 suit respondents have
 learned and do now charge
 that the said Jones did
 not retain a lien on said
 deed for said unpaid pur-
 chase money or any part
 thereof. Respondents deny
 that said Jones acquired
 a lien on said land by
 the attachment proceedings
 referred to in the amended
 bill, and say moreover that
 if he did by said proceedings
 acquire such lien that-
 he by said agreement of
 May 1, 1889, with said Jones
 voluntarily released the same
 and they deny that he acquired

~~was~~ a new lien on any lien
 on said property by said
 agreement only reason of
 the note sued on and say
 that at the time respon-
 dents executed said bond
 of Oct. 22, 1889, said Young
 had no lien on said prop-
 erty of any kind whatever
 and respondents say that
 they the said representatives
 of said Young and Jones
 concerning said lien were
 false, but whether they were
 known so to be by said Jones
 or Young or both of them
 respondents are unable to
 say. But however this may
 be, neither of respondents would
 have signed said bond but for
 the fact that - he then believed
 (which belief was induced by said
 representations of said Jones and
 Young) that said Young then
 had a lien on the whole of said
 land for said \$2000⁰⁰ and
 that said lien had been re-
 tained in said original deed

Respondents say further that
at the time they signed said bond
they knew nothing about the claim
of H. S. Kane, ^{& J. P. Kane} against said land
under the agreement with Wm. D. Jones
^{referred to in}
filed with the answer of Wm. D. Jones
as Wm. McE. George Jr. as "exhibit-8;"
that said ^{H. S.} Kane now claims to be
the assignee of the note for \$1000⁰⁰
given to himself & J. P. Kane by Jones
and Bailey under said agreement
and the assignee from the admin-
istrators of H. S. Kane, deceased, of
a judgment against Solomon
Collins for \$300, the balance of the
purchase money due said Kane
estates as alleged, mentioned in
said agreement; that if respon-
dents had known of this alleged
lien they would not have entered
into said bond; and respondents
believe and charge that said Jones
knew thereof at the time he procured
said bond from respondents, but
concealed the fact from respondents.

6

Wherefore they say that -
the signatures of each of said
respondents ~~was~~ to said bond
was procured by the fraud of
the said Janning, or that said
bond was signed by each of said
respondents under a mutual
mistake of fact; and that in
either case the same should
be cancelled and held for
naught & therefore they pray to be herein dis-
missed with their costs.
H. C. Will^d D. Howell Jr.
Atty for Respondents.

Wm Young

Deer + Ans.

ms. { of Mills, Bullen
+ Smith

B. B. Jones et al

Filed June 16th 1892
in open court by
leave thereof.
J. A. Synette

Wm M. Young
vs $\frac{2}{3}$ Sec. Ch.

Ben. D. Jones et al

The separate demurrer and answer of S. Lawrence French to a bill exhibited against him and others in the above styled cause by Wm M. Young -

For demurrer respondent says plaintiff's said bill is not sufficient in law, whereof he prays judgment.

But should further or other answer be required, respondent answering says that he has seen the answer filed in this cause by his co-defendant, Wm M. George Jr. and that he is informed, believes and charges that each and every allegation of said answer is true, and he here refers to said answer and the exhibits filed therewith, and prays that the same may be considered as a part hereof as fully as if copied at large herein, and the references to exhibits filed repeated herein -

Respondent states that he purchased & took by deed from Wm D. Jones, in his lifetime, a number of tracts of land

and interests in lands, including
an one-eighth undivided interest in the
tract of land in Controversey. This deed
was dated Feb. 18-1888 and is recorded
in Lee County D.B. 23. pg 363. and
a certified copy of it has been filed
with the aforesaid answer of Wm M. C.
George Jr. marked "Exhibit 3", which
this respondent here again prays may
be treated as a part of this answer.

Respondent states and charges that
he bought his said interest from
of any encumbrance whatever,
^{and well knowing it, to be so-}
and that he paid the said Wm D.
Jones the purchase price in full
therefor, that when he made said
purchase there was no lien, or en-
cumbrance of any kind whatever,
existing on said land, either as shown
by the Lee County records or otherwise.

That he knew nothing whatever of
the transactions set out in the plain-
tiff's amended bill and the exhibits
filed therewith, in which this land
was sought to be attached by the
plaintiff, or in which the said
Jones purported to grant to the
plaintiff a lien on the entire

tract, or any of the other dealings and transactions in said land, until very recently and long after the institution of this suit, and he most emphatically denies the right of the plaintiff to subject his one-eighth interest to the payment of any part of his said claim.

Respondent further states that he knew nothing whatever of the release deed given by the plaintiff to said Jones dated Oct. 22nd 1889, nor of the bond signed by his co-defendants Buelitt, Mills and Nickels, that although said release deed states that it is to remain to the benefit of respondent, yet respondent denies that there was any necessity therefor as his said interest could not in any way have been hampered for any unpaid purchase money due by said Jones.

But that if any encumbrance existed thereon, it is expressly released by the plaintiff by his said deed of Oct. 22nd 1889 -

and now having answered as fully as he is advised it is material for him to answer, and denying each of and every allegation of the plaintiff's bill and amended bill not heretofore admitted or denied.

Respondent prays to be hence dismissed with his costs in this behalf expended -

R. T. Irvine for respondent

Wm M. Young

Deputy & Assessor

vs S. Lawrence Fresh

~~~~~

Ben. D. Jones chas

Filed in open  
Court by leave  
thereof June 16 1892  
J. A. S. Dyatt



Wm M. Young  
vs  $\frac{2}{3}$  Lu. Ch. Lee. Circ. Ct  
Ben D. Jones et al

The separate demurrer  
and answer of Percy M<sup>re</sup> George,  
Trustee, to a bill exhibited against  
him & others by W<sup>m</sup> M. Young in  
the above styled cause -

For demurrer respondent says  
that plaintiff's said bill is not  
sufficient in law, whereof he  
prays judgment, but should further  
or other answer be required, re-  
spondent answering says that  
he has seen the answer filed here-  
in of his co-defendant W<sup>m</sup> M<sup>re</sup> George  
jr and he is informed, believes  
and charges that each and  
every allegation of said answer  
is true, and he hereby refers to  
the same as a part know, and  
prays that it may be read and  
considered in connection herewith  
as fully as if copied at large  
herein, and he refers to the exhib-  
its filed in connection with said  
answer, as fully and completely  
as if here referred to & filed -



Respondent states that it is true as alleged in his co-defendants answer that Wm D. Jones conveyed a three sixteenths undivided interest in this tract of land to respondent by deed dated July 18<sup>th</sup> 1889, and recorded in Lee County D.B. 24. pg. 188, a certified copy of which is filed with the said answer of Wm M<sup>rs</sup> George Jr. & marked "Exhibit 6", and the same is here again prayed to be treated as a part thereof.

It is true, also, that said conveyance was made in trust to secure Wm M<sup>rs</sup> George Jr. in the sum of \$100,000 paid and advanced in cash to said Jones, not one cent of the principal of which has ever been paid to said Wm M<sup>rs</sup> George Jr. and there is now a great accumulated delinquency in the interest due on said principal.

Respondent states that when said deed was made to him, neither he nor Wm M<sup>rs</sup> George Jr. had any notice whatever, either actual or constructive of the claim sought to be set up here now by this plaintiff.



He states and charges that the original deed from Young to Jones contained no vendor's lien, that he knew nothing whatever of the attempt of said Young to attach this land by the proceedings mentioned in plaintiff's amended bill, and he denies that said attachment proceedings constituted any lien <sup>by</sup> ~~point~~ which the note here sued on can be bound upon this land - He knew nothing whatever of the compromise arrangement made by said Young + Jones on May 1<sup>st</sup> 1889, ~~and~~ <sup>nor</sup> of the existence of the note here sued on, until long after said conveyance of July 18<sup>th</sup> 1889, + not until recently and after the institution of this suit. He is informed, believes and charges that no constructive notice existed of said arrangement until the conveyance aforesaid had been made to respondent + recorded, if any such constructive notice exists at all, which respondent denies - He further states + charges that he knew nothing whatever of the release deed made by said Young to said Jones dated Oct. 22<sup>nd</sup> 1889, nor of the bond given by his co-defendants Mills, Bullitt and Nickels - That he took the said con-







Circuit Court, Lee County, Va  
Wm. Young  
vs J. Ansner — In Chancery.  
Wm. D. Jones et al

To the Hon. H. S. St. Morrison, Judge  
of the Circuit Court of Lee County, Va.

The separate answer and  
demurrer of Wm D Jones to a bill  
of complaint exhibited against  
him and others in this court by  
Wm Young, Pltff.

Defendant says said bill is  
not sufficient in law, wherefore he  
demurs & prays judgement thereof, and  
not waiving said demurrer, for an-  
-swer, in case answer is deemed essen-  
-tial, your respondent says that  
on Oct 5, 1888 plaintiff filed his bill  
in Chancery in this court against  
him and J. B. F. Mills and D. M. Lippo,  
asking that judgement be rendered  
on a certain purchase money bond  
dated May 25, 1887 for \$3000, subject to  
a credit of \$1000 as of June 8, 1888, made  
by your respondent and signed by said  
Co-defendants Mills & Lippo as securi-  
-ties, given as part payment for a  
certain tract land described in  
the papers filed by said plaintiff.  
Summons was duly served on deft  
J B F Mills, and your respondent  
and deft Lippo, both being non-  
-residents, were summoned by



\* he says that he paid said Young \$1000  
on said land on or before August 25, 1887,  
and he admits that he paid the \$1000 credited on the  
bond sued on on June 8, 1888.

advertisement, and no appearance  
being made by any of said defendants,  
judgment was rendered in favor of  
plaintiff, & a decree entered order-  
ing, after certain bonds were made,  
that so much of said land be sold  
as might be necessary to fully  
satisfy said judgment; and  
your respondent having been  
allowed on petition to answer  
its in this cause, says —

He admits that he is a non-resi-  
-dent; that he bought the land  
described (in the deed filed as part  
of plaintiff's bill) and on the terms  
set forth in said deed; and that  
he executed and delivered to said  
Young the bond sued on, with J. B.  
H. Mills and D. M. Lipps as his securi-  
-ties, but your respondent denies  
that he is indebted to said Young  
in the sum of \$2000 and interest from  
May 25, 1887, as charged by said  
plaintiff, or that he is indebted to  
him on said bond in any sum  
whatever; for this reason, to-wit:  
Your respondent says, as will ap-  
-pear from the deed above mention-  
-ed, that he agreed to pay \$10,000.  
for a tract of land sold to him  
as containing 1000 acres more or  
less. That said Young represented,



\* but that by accurate survey recently  
made, it has been ascertained that said  
land contains only 589.4 acres, a shortage of  
410.6 acres

to him at the time of said purchase  
that said tract contained 1000 acres,  
that he was thereby induced to  
agree to pay for said tract the  
sum of \$10,000, that he was willing  
to give as much as \$10 per acre  
for said land, but was not willing and  
did not agree to give more, and that  
he would not have agreed to pay  
any such price for said land  
had he not (thinking his vendor  
did ought to know the area of the  
tract) believed because of said  
Young's representations that said  
tract contained 1000 acres; that  
the clause "more or less" was put  
in said deed with the <sup>usual</sup> understand-  
ing that it was meant to and would  
provide only for very small vari-  
ations in area arising from small  
mistakes in surveying etc, and  
that it was the intention of the vendor  
to convey 1000 acres, and your ~~respond-~~  
-ent's intention to give \$10,000. for  
1000 acres, and that there was not the  
least intention on either side  
to make the bargain one of hazard  
as to the area of said tract. Your  
respondent says that he knew  
nothing whatever of the area of said  
land except from the representa-  
-tions of said plaintiff, and that  
to now deny your respondent an-



abatement of the purchase price according to the deficiency in acreage would be to allow the plaintiff to take advantage of his own wrong. Respondent says he is not able to say whether said representations as to area were made by said plaintiff with intent to defraud, or by reason of honest mistake, but he does say and charge that in either event a great injury would be done him, unless an abatement in price is decreed.

Wherefore your respondent prays, that this answer may be taken as a cross bill against said Wm Young, that spa issue & that he be required to answer the same <sup>being thereby waived</sup> on oath, that an abatement of the purchase price be decreed to correspond to the shortage herein shown to exist at the rate of \$18 per acre, that the ~~said~~ judgement heretofore rendered be set aside, that the bond sued on be ordered given up to be cancelled, and that the two remaining bonds be respectively two and three years from May 25, 1887 each for \$3000 be subjected each to a credit of \$1026.<sup>00</sup> as of May



25<sup>th</sup>/887, and that such other and further general relief be granted as to a court of equity seems proper. And having answered fully he prays he may be hence dismissed with his costs.

Bullitt McDowell  
Counsel P.D.

Wm D Jones

State of Virginia, County of Wise Townsh  
This day personally appeared  
before me <sup>J. F. Bullitt Jr.</sup>, a notary public for said  
state & county, Wm D Jones, whose  
name is signed to the foregoing  
answer etc, and in the said state & coun-  
ty made oath that of the foregoing  
such parts as are stated of his  
own knowledge are true & such  
parts as are stated in information  
derived from others he believes to  
be true. Given under my  
hand this 23 day of March 1889

J. F. Bullitt Jr.

N. P. W. Co. Va



Lee Circuit Court

Wm Young  
& Answer etc

vs } W D Jones

Wm D Jones et al

Filed in open  
Court by leave  
thereof April 1<sup>st</sup> 1889  
J. A. Hyatt  
cc

Bullett & McDowell  
P. D.



Lee Circuit Court

Wm Young

vs { Demurrer

B. D. Jones et al

The joint and separate demur-  
rer of Wm H. Nichols, J. B. F. Mills  
and J. F. Bullitt, Jr to a bill  
in chancery exhibited in Lee  
Circuit Court against them  
and others in the above styled  
Cause.

For demurrer respondents  
say that Complainant's bill is not  
sufficient in law, whereof they  
ask judgement.

H. C. McDowell, Jr  
Atty.



Lee Circuit Court

Wm Young

Demurrer

vs

7

Hickels, Mills & Bullitt

B. D. Jones et al

Received & filed

Decr. 2<sup>n</sup> 1891.

J. A. Hyatt c



Wm Young

vs  $\frac{2}{3}$  Demmon

Lee Circuit Ct.

BD Jones et al

The Demmon of Wm M George Jr. to a bill in Chancery exhibited against him and others in the Lee Circuit Court in the above styled cause.

For Demmon responded says the plaintiffs said bill is not sufficient in Law, whereof he pays judgment.

R. T. Linn  
p. D -



Wm W. Young  
vs  $\frac{3}{4}$  Leach

Ben. D. Jones

Declarator of  
Wm W. Leach.



Wm M. Young

Ben D. Jones et al

This cause coming on again this day to be heard upon the original and amended bills of complaint, the demurrer and answer of Wm M George Jr., the demurrer and answer of S. Lawrence French, the demurrer and answer of Percy M George Trustee, and the joint and separate demurrer and answer of J. S. F. Mills, J. F. Bullitt and W. H. Nickels, jointer in said demurrer, applications to said answers, exhibits filed with said pleadings, the depositions of witnesses and the former decrees and orders entered herein, were argued by counsel, upon consideration of which it is adjudged ordered and decreed that the plaintiff has not a lien on any part of the land in the bill and proceedings mentioned, for the debt sued, and further that said plaintiff has no cause of action against the said Nickels and Bullitt, and the administrator of said Mills, and this court being without jurisdiction to grant a personal decree against the executor of Wm D. Jones, deceased, it is therefore adjudged, ordered & decreed that the plaintiff be dismissed and that he pay the costs of this cause and that this cause be stricken from the docket



Wm M. Gann

W. S. Fink  
Dress

Ben D Jousatub

Entered on C.B. No 6.  
RP 5-22 & 5-23.

Enter this

+ a w s m

March 1901



Wm Young

vs

1/3

Chauncy

Ben D. Young chae

And

H. S. Kane

vs

J. C. Chauncy et al

1/3

Chauncy

These two causes coming on  
to be heard together again  
this day upon the rule  
aworded herein against  
Wm Young the plaintiff  
in the first named cause,  
and upon motion of H. S. Kane  
the plaintiff in the second  
named cause, by A. L.  
Prudhomme, his attorney, at  
whose instance said rule  
was taken, ~~that~~ it is ordered  
that said rule be dissol-  
ed at the cost of said  
Young, and upon mo-  
tion of H. S. Kane by his said  
attorney A. L. Prudhomme, <sup>and by said H. S. Kane</sup> it  
is ordered that the order en-  
tered herein ~~at the~~ on June  
16<sup>th</sup> 1892 be and the same



is hereby vacated & annulled  
so far as the same pertain  
to consolidating or bringing  
on these causes to be heard  
together, and it is further  
ordered that each of these  
causes shall hereafter pro-  
ceed separately, the Court  
reserving for further adju-  
dication the question as to whether  
or not any sale shall be  
awarded of any part of  
the land in dispute under  
any future decree in either  
of said causes until the  
whole of the matter in  
dispute in both causes  
shall have been adju-  
dicated, and these  
causes are continued



Wm. G. Young  
vs. 3 Chancery  
Ben D. Jones  
and

H. S. Kane  
vs. 4 dmy  
J. C. Chace & Co.

Entered in  
Chancery Order  
Book Page 81

Enter their

M. J. M.  
Nov 14 - 94



Wm M. Young  
vs  $\frac{1}{2}$  Lu. ch.

Bur. D. Jones et al

This cause coming  
on this day to be heard upon the  
bill and amended bill of com-  
plainant and exhibits filed  
therewith, and the <sup>separate</sup> demurrers and  
answers of defendants Wm M George  
Jr. Percy M George Master, S. Law-  
rence French, and J.B. F. Mills,  
J. F. Buclitt Jr. and W.H. Nickels,  
joinder in said demurrers, ~~upon~~  
~~consideration and general replication~~  
~~to said answers~~ <sup>as was argued by counsel,</sup> upon considera-  
tion whereof it appearing to the Court  
that the order of publication in  
this cause as to the infant heirs  
of S.C. Jones, deceased, was impro-  
vidently awarded, it is ordered that  
this cause be remanded to rules as  
between them to be properly stated,  
and upon motion of the defendant  
Wm M George Jr. by counsel <sup>as was argued by counsel,</sup> it is further  
ordered that this cause be brought  
on for final hearing with the cause  
of H.S. Kane vs J.C. Chance et al,  
now pending in this Court, in chancery,  
and as to all other defendants than the aforesaid infant  
heirs of S.C. Jones, deceased, this cause is continued -

\* And time is given the plaintiff to except to the aforesaid  
answers, until the next term of the Court, and if  
he should be advised so to do -



Wm M. Young

is order

Ben W. Jones chal

Enid Page 429.

Eaten Tin

H. S. K. M.

June 16-1892



Wm M. Young --- Plff. }  
against } Luchy  
Ben. D. Jones et al. defts }

This cause came on to be heard this day upon the bill of the plff and exhibits filed and ~~was~~ the demurrer of Wm McGeorge, a defendant therein and joiner in said demurrer ~~and~~ by the plff. and was argued by Counsel.

On consideration whereof and for reasons appearing to the Court said demurrer is sustained; and on motion of the plff leave is granted him to ~~amend~~ <sup>amend</sup> his bill and said cause is remanded to Rules for the filing of said amended bill should the plff be advised so to do.



Wm M. Young

v { Decree

Ben. D. Jones et al

Dec. 7 1891

Entd Co B #3

page 370.

H. J. Allen

Enter this

Dec. 4 1891

H. J. Allen



Wm Young

vs

B. D. Jones et al

} In ch.

This cause coming on this day  
to be heard, by consent of counsel  
plaintiff is allowed to amend  
his bill and include Wm McGeorge  
Jr, Percy McGeorge, trustee, and  
J. Lawrence French, as defendants  
in said cause, & by their counsel  
they waive notice and will enter  
their appearance to the bill,  
and this cause is continued



Wm Young  
vs { In Ch.

B. D. Jones et al  
Entered Chcy  
C.B. page 342  
Sept 24 1891  
J. Alsdyatt

Enter this  
H. S. K. 2000  
Sept 24 1891



Virginia

At a circuit Court continued  
and held for Lee County at the  
Court house thereof April 3<sup>rd</sup> 1890.

|                         |       |               |
|-------------------------|-------|---------------|
| Wm M Young              | Plff  | ) In Chancery |
| vs<br>Wm D. Jones et al | Defts |               |

On motion of the Plaintiff  
this Cause is dismissed.

A copy

Teste J. A. Hyatt



Mr M. Yarny<sup>(3)</sup>  
res ~~3~~ Copy of Decm  
Mr D Jones et al

Free for copy 20<sup>c</sup>



Lee Circuit Court  
Wm Young  
vs  
Wm D Jones et al

This cause coming to be heard this 1st day of April term 1889, and deft Wm D Jones having appeared by atty & having filed his petition asking that he be allowed to answer in said cause, make proof etc, & that the papers formerly read being considered, it is ordered that deft Wm D Jones be allowed to file his answer in this cause, which is this <sup>day</sup> done, and that he be allowed until the first day of the next term to make his proof; and further it ordered that the sale heretofore ordered in this cause (of the land in the proceedings mentioned) be suspended, until further orders concerning the same be made.



Wm Young  
vs E. D. Lee

Wm D Jones

Entered Chas O B

No - page 183.

J. A. Hyatt

Enter

1st 1st

April 1st 1889.



WM. M. YOUNG,

vs.

BEN D. JONES ET AL.

IN THE CIRCUIT COURT

of

LEE COUNTY, VIRGINIA.

-o-

The deposition of J. H. Mann, taken before me, S. V. Gardiner, a Notary Public in and for the County of Shelby in the State of Tennessee, on the 28rd day of February, 1901, at the office of Joseph Gardner & Sons, Anchor Mills, Memphis, Tenn., in the aforesaid County, between the hours of 8 A. M. and 6 P. M. of that day, to be read in evidence on behalf of the defendants, William McGeorge Jr., Percy McGeorge, Trustee, George Burnham Jr., and Sarah B. French, in a certain chancery suit pending in the Circuit Court of Lee County, Virginia, wherein Wm. M. Young is plaintiff, and the aforesaid parties and others are defendants, under the style of Wm. M. Young vs. Ben D. Jones et al., pursuant to notice hereto attached.

Counsel present:-

J. H. Mann, a witness of lawful age, being first duly sworn, deposes as follows:

Q-1. Please state your name, age, occupation and place of residence.

Ans. My name is Josiah H. Mann; age sixty one; occupation, Manager of Anchor Mills, Memphis, Tenn. Residence, Memphis, Tenn.

Q-2. Please state whether or not you are the same J. H. Mann who purchased from one John M. Bailey, a one-half undivided interest in two tracts of land in Lee County, Virginia, in the Wildcat Valley, aggregating 1,000 acres more or less, known as the W. M. Young tracts, which interest was conveyed to you by said Bailey and his wife by deed dated June 22nd, 1889; and whether or not you are the same J. H. Mann who conveyed this said interest so acquired to



1  
to William McGeorge Jr., by deed dated December 19th, 1889.

Ans. I am.

Q-3. State whether or not you have just given on this day your deposition in another suit pending in the Circuit Court of Lee County, under the caption of H. S. Kane vs. J. C. Chance, Executor, et al.; and whether in said deposition you filed copies as exhibits A. & B. of the two deeds enquired about in the foregoing question; and, if so, please refer to said deeds as exhibits with your deposition in this suit?

Ans. I have, and I attached thereto certified copies of the two deeds, marked, "Exhibit A" and "Exhibit B" respectively, reference to which is hereby made, as "Exhibit A" and "Exhibit B" to this deposition also.

Q-4. I will ask you whether or not at the time you made the purchase as aforesaid from John M. Bailey and took said deed from him you had any actual knowledge, direct or indirect, of the claim now being made by the plaintiff in this suit, Wm. M. Young, his claim being for \$3,000, with interest since 1889, as evidenced by a note executed to him by Wm. D. Jones, and claimed by said Young to be a lien on the whole of said land?

Ans. I had no direct or indirect knowledge of it at that time.

Q-5. Please state whether or not you paid the said J. M. Bailey the purchase price for said land according to your contract with him; and whether or not you had any such knowledge as asked for in the foregoing question at any time before you completed your said payments?

Ans. Settlement was made at the time deeds were delivered, and I had no such knowledge.

Q-6. Please state when you first learned of the claims made by the plaintiff as above enquired about.

Ans. Sometime about May, 1900.

Further deponent sayeth not.

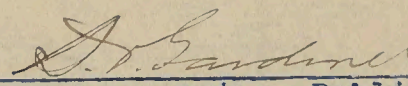
*Josiah H. Mann*



State of Tennessee, )  
                                  )- to-wit:-  
County of Shelby.     )

I, S. V. Gardiner, a Notary Public in and for the State and  
County aforesaid, certify that the foregoing deposition of J. H.  
Mann was taken, subscribed and sworn to before me at the time and  
place and for the purposes mentioned in the caption hereto annexed.

Given under my hand and seal office, this the 23rd, day of  
February, 1901.

  
\_\_\_\_\_  
Notary Public.

Notarial and stenographic fees, \$5.

Paid by R. T. Irvine,  
as Atty. for Defts.



To Wm M Young

Take notice, That we shall, on the 23<sup>rd</sup> day of February 1890,  
at the office of Jos Gardner Sons in Anchor Mills, Memphis, Tenn.  
between the hours of 8 A. M. and 6 P. M., on that day, proceed to take the  
depositions of J. H. Mann and others, to be read in evidence in  
our behalf, in a certain Chancery suit depending in the Circuit  
court for the County of Lee, Va wherein you are Pltff  
and we are depts; and if, from any cause, the taking of the said depo-  
sitions be not commenced on that day, or, if commenced, be not concluded on that day, the  
taking of the same will be adjourned and continued from day to day, or from time to time, at the  
same place and between the same hours, until the same shall be completed.

Respectfully yours,

Wm McGeorge, Jr.  
Percy McGeorge, Trustee  
Geo. Burnham, Jr.  
Sarah B. French  
by counsel



Wm. M. Young

vs.

NOTICE TO TAKE  
DEPOSITIONS.

Wm. M. George Jr. et al

R. J. Quinn p. d.

Virginia, Wise County,  
to-wit: I A. C. Anderson,  
a notary public in &  
for the county aforesaid  
in the state of Virginia  
certify that W. J. Christian  
this day made oath before  
me in my county aforesaid  
that he did on Feb.  
18<sup>th</sup> 1901 at 3 o'clock P.M.  
deliver a true copy of the  
within notice to Wm. M.  
Young in person <sup>in Wise County, Va.</sup>  
under my hand this 18<sup>th</sup>  
day of Feb 1901.  
A. C. Anderson, N.P.



Wm Mc George et als  
ads } Depositions

Wm. M. Young

Received by mail in  
good condition and  
filed February 25th  
1906.

A B Munsey Clerk

N. P. #57.00



Deposition of J. F. Bullitt, Jr., taken before me, S. C. Berryman, a notary public in and for the County of Wise, State of Virginia, at the law office of R. T. Irvine, in the town of Big Stone Gap, Virginia, on June 3rd, 1893, between the hours of 6 A. M. and 6 P. M. of that day, to be read as evidence on behalf of the defendants in a certain cause in chancery now pending in the Circuit Court of Lee County, Virginia, wherein William M. Young is plaintiff, and Ben D. Jones et als are defendants, pursuant to the notice hereto annexed. Present the plaintiff, Wm. M. Young, and E. L. Pridemore, his attorney, and R. T. Irvine attorneys for defendants, Wm. McGeorge, Jr., Percy McGeorge, Trustee, and S. Lawrence French.

J. F. Bullitt, Jr., a witness of the latter, being first duly sworn, deposes as follows:

Q - I- Please state your name, age, occupation, place of residence, and how long you have resided there?

A - - J. F. Bullitt, Jr., age 37, occupation, attorney at law, live in Big Stone Gap, and have resided here ever since the spring of 1887.

Q - 2- Please state whether or not you are the same J. F. Bullitt, Jr. who is one of the defendants in this cause?

A- - I am.

Q - 3- State in full the circumstances connected with your signing the bond filed as an exhibit in this cause, marked X, dated October 22nd, 1889, and signed by yourself, W. D. Jones, J. B. F. Mills; W. H. Nickels, and Wm. M. Young



-2-

being the obligie on said bond?

The foregoing question objected to because W. D. Jones is now dead, and the question seeks an explanation of a paper in which he is a joint obligator, and he being dead the witness is incompetent to testify.

A. L. Pridemore.

A - - On the 22nd day of October, 1889, Wm. D. Jones came to me and said that he had made a sale of an undivided one half interest of the land referred to, to Mr. McGeorge, but that he could not get the purchase money from Mr. McGeorge thereon until he obtained a release of the lien held by William M. Young on the undivided half so sold. Mr. <sup>Jones</sup> McGeorge here said that he had seen Mr. Young, and that Mr. Young was willing to execute a release deed as to the half interest sold to Mr. McGeorge, provided, he, Jones, would give Young a bond of indemnity in case the undivided one half interest, on which he <sup>was to still</sup> retained a lien, should not bring enough to pay the balance of purchase money. He further stated that the balance of purchase money was three thousand dollars (\$3,000.00), and that he thought that the lien on one half of the land was abundantly sufficient to pay the said sum of three thousand dollars (\$3,000.00). He said, also, ~~th~~ that if I would go on the bond he would get J. B. F. Mills and W. H. Nickels to sign the same with me. I at first objected to signing the bond on the ground that I had no interest in the matter whatever, but Mr. Jones was very urgent about the matter and I told him I would talk to him further



-3-

about it. This, as I recollect, was some time in the afternoon. My recollection is that after supper on the same day Mr. Jones came back to my office in company with Mr. Mills, and Mr. Young, and we there talked the matter over again, and the question came up as to whether or not the lien held by Mr. Young, or supposed to be held by him, <sup>and to be still retained by him</sup> on the one half of the land, would satisfy the balance of the purchase money. Lands were selling pretty high at that time, and we all agreed that the lien on the one half of the land was enough to satisfy said three thousand dollars (\$3,000.00) debt. After some little talk Mr. Mills and I agreed to sign the bond, and my recollection is that( though about this I am not quite certain) that I myself drew the bond, and Mr. Millr and I signed it, and Mr. Nickels also signed it. At the time that we signed the bond both Mr. Mills and myself thought that Mr. Young had retained a lien on the whole of the land in his original deed to Mr. Jones; in fact the whole transaction was based upon this idea, and I am satisfied that Mr. Young knew that we were signing the bond under the idea that he had retained a lien in his original deed. I do not know what Mr. Nickels knew or thought about the matter as I dont remember that he was present during the conversation above referred to, and don't know that I talked to him at all, or heard him say anything~~x~~ at the time about the matter. There was no consideration paid to either Mr. Mills or myself, whatever for signing the said bond. I should certainly not have signed the same if I had known, or thought, that there was any question whatever, concerning Mr. Young's lien. I



-4-

was very much surprised, afterward, when I learned that no lien at all had been retained in the original deed.

The foregoing answer objected to, because, it seeks to explain, alter and vary a written instrument, which cannot be done; and because it seeks to give the statement of Mr. W. D. Jones, which would tend to exonerate Jones and his co-obligors against a recovery of the bond, and that cannot be done.

A. L. Pridemore.

Cross examination by A. L. Pridemore.

Q -I- Please examine a paper filed as an exhibit in this case, dated May 1st, 1889, and see if by that paper Mr. Young had not instituted suits against W. D. Jones for the purchase money on this same land, and whether or not on the date of that paper there was a compromise entered between Jones and Young ?

A - The paper will speak for itself, and shows that on the date referred to there was a compromise of the suit which had been brought by Mr. Young against Mr. Jones.

Q-2- By way of refreshing your recollection, I will ask you, on the occasion spoken of by you in your testimony in chief if you do not remember that when you prepared a bond and deed of release for Wm. Young and W. D. Jones, that Mr. Young refused to sign it because he had no counsel present, and that whether or not during that day myself, A. L. Pridemore, ~~did not~~ pass through Big Stone Gap, and was employed by Mr. Jones to prepare the bond signed by you, Mills, Jones, and Nickels, and if that bond, the or-



-5-

iginal bond, was not in my hand writing and not in yours.

Mr. Mills, as we thought, signed the bond; he took the paper looked at it, took up the pen, and we believed signed it?

A- My recollection is that I wrote the bond myself, and the language in the bond sounds very much like mine.

Q- I will ask you whether or not you have ever examined the records in Lee County, Virginia, in which said land is situated, and whether or not there was not in May, 1889, and in October, 1889, and all up to the fall of 1890, a bill known as a foreign attachment in the name of Wm. M. Young, plaintiff against W. D. Jones, defendant, which sought to enforce the collection of two thousand dollars(\$2,000.00) of this same purchase money then due, and whether or not that suit was not pending at the time?

A- I knew about this suit at the time it was brought, and wrote to Mr. Jones informing him thereof, and was employed by Mr. Jones to file an answer therein in that case, and did prepare and file an answer for him in that case, but Gen. Ayers was the general counsel for Mr. Jones, and Mr. Jones took the matter up with Gen. Ayers, who at that time lived in Gate\$ City, and he and Mr. Young made a compromise of the matter; Of the nature and terms of which we were not informed. I was told that the compromise settled the suit in which we had answered for Mr. Jones, and that the suit was to be dismissed. Gen. Ayers had taken charge of the matter for Mr. Jones, and <sup>J</sup>paid no further attention to the suit. At the time this bond was signed I supposed the suit, <sup>had</sup> long before that, <sup>been</sup> dismissed. As to when it was dismissed the records will show.



-6-

Q- Then, at the time you signed this bond you did know the fact that there had been a foreign attachment suit brought to enforce a part of this purchase money. I will ask you whether or not you made any inquiry as to whether said suit had been dismissed at that time or not? Did you examine the records, or have it done?

A- No sir, I never made any inquiry, and never examined the records as to same. I had understood some time before that the suit had been compromised, and was to be dismissed. The suit referred to was a foreign attachment suit, but it also set up ~~an~~ ~~claim~~ and claimed a lien on the land here in controversy, and I remember that at the time we were employed by Mr. Jones to file his answer in the case; that Mr. McDowell and I, who were rather new in the ~~practice~~ Virginia practice, discussed the question as to why Col. Pridemore had filed an attachment in the case in which he had a vendors lien. We both regarded the attachment as unnecessary under such circumstances, but as Col. Pridemore was an old practitioner, we were interested in the subject, thinking that perhaps there was some point concerning the attachments here which we had overlooked.

Q- I wish to ask you, Mr. Bullitt, if at one time you was not counselled by Mr. Young in reference to his deed to Jones long before any of the transactions of which you speak took place, and did you not inform ~~him~~ Mr. Young, and advise him that he had not a purchase money lien upon said land by the terms of the said deed?

A- I understand that Mr. Young claims that he counselled <sup>advised</sup>



-7-

me about his deed that he had made to Jones prior to the time that he sued Jones in Lee County, for the purchase money in the suit above referred to, and that he paid me twenty five dollars (\$25.00) for advice with reference to that matter. I, however, have no recollection, whatever, of his ever having counselled me about the deed from him to Mr. Jones. I remember very distinctly that he employed me to represent him in the suit which the Kanes brought against him, in which the Kanes were claiming a part of the land adversely to him, and the twenty five dollars, (\$25.00) referred to was paid, as I recollect, ~~for being~~<sup>as</sup> attorney for him in that suit. I don't remember of ever having seen the deed from Young to Jones until some time after we signed the bond above referred to. In the suit which Young brought against Jones, in which I filed the answer for Jones, the whole defence was that the land did not contain the acreage which Young had represented it to contain, and I don't think that Mr. Jones made any claim in that answer that Young did not have a lien on the land, and I don't believe that I saw the deed at any time. However this may be, I can absolutely state, that whether I had seen the deed or not prior to the time that I signed the bond, that at the time I signed the bond I thought a lien had been retained by Young in the original deed, and I am equally satisfied that Mr. Young knew that I signed the bond under this impression. The bond, indeed, shows this upon its face.

Q- I will ask you to please look at a copy of the bond, and point out the line, or lines that show upon its face that a purchase money lien was retained in the deed? Quote the



-8-

lines in your answer, please?

A- The lines to which I have reference are these. (I read from a copy which does not seem to be a perfect copy, but I believe it is substantially a correct copy) namely: "The conditions of the above obligation is such that, whereas, the said Wm. M. Young heretofore conveyed to William D. Jones two certain tracts or parcels of land, situated in the Wild Cat Valley, Lee County, Virginia, by deed bearing date the 25th day of May, 1887, now in the Clerks office, Lee County, Virginia, to which reference is here made for the full description thereof, and in which the said Young retained a lien for the unpaid purchase money." There are other lines in the said bond, also, to the same effect, but the bond will speak for itself.

And further the deponent sayeth not.

*J. F. Bullitt Jr.*

*State of Virginia  
County of Wise } To wit-*

*I, J. C. Benjamin a notary public in and for the county & state aforesaid do hereby certify that the foregoing deposition of J. F. Bullitt Jr. was taken subscribed and sworn to before me in my county aforesaid at the time and place and for the purpose in the caption hereto stated.  
Given under my hand & seal this 2nd day of June 1893- J. C. Benjamin N. P.*



Time totaling 3 hrs. for 75-

\$2.25

paid by

J. F. Aulick Jr

A. C. Barnum N. B.

And further, the deponent sayeth not.  
for itself.

Wm. M. Young  
Deputy  
of J. F. Aulick Jr.

B. D. Jones & Co.

Received through the  
mail in good con-  
dition from Notary  
before whom taken  
and filed June 6<sup>th</sup>  
1893 J. F. Aulick Jr.

from a copy which does not seem to be a perfect copy, but I  
A - The lines to which I have reference are these. (I  
lines in your answer, please?



## NOTICE TO TAKE DEPOSITIONS.

To *Wm M. Young*

Take Notice, That we shall, on the *3<sup>rd</sup>* day of *June* 1893, at the office of  
*R. D. Irvine* in the *Town of Big Stone Gap Va*

between the hours of 6, A. M. and 6, P. M. of that day, proceed to take the depositions of

*J. F. Buclitt Jr* and others, to be read as evidence in our behalf in a certain  
cause now pending in the *circuit* Court of the *County of Lee*

*va*

wherein you are

*plaintiff*

and we are *defendants* and if from any cause the taking of the said depositions  
be not commenced on that day, or, if commenced, be not concluded on that day, the taking of  
the same will be adjourned and continued from day to day, or from time to time, at the same  
place, and between the same hours, until the same shall be completed.

Respectfully yours,

*Wm M George Jr*  
*Rory M George Master*  
*D. Lawrence French*  
*by R. D. Irvine atty*



Virginia - Wise County Court;

I W. K. Kilbourne a Notary Public in  
& for the county aforesaid in the  
state of Virginia certify that R. T.

Living this day made oath before  
me in my county aforesaid  
that he delivered a copy of the  
within notice to Wm. M. Young  
on May 31<sup>st</sup> 1893 -

Given under my hand this the  
31<sup>st</sup> day of May 1893

W. K. Kilbourne

N. P. N. C.



The Deposition of William Collins and others, taken before me W. J. Horsley a Notary Public, for the county of Wise and state of Va. Pursuant to agreement at the Law Office of Mathews & Maynor, in the town of Big Stone Gap, Va., on the 22d day of September 1893, between the hours of 9 P.M. and 6 P.M., to be read as evidence of ~~William Young~~, in behalf of William Young in a certain suit in Equity pending the Circuit Court of Lee County, Va. wherein Wm. M. Young is Plaintiff, and William McGeorge, Jr. et al. Defendants,

Present J. C. Maynor, attorney for Plaintiff, and R. T. Irvine Attorney for Defendant.

William Collins a witness of lawful age being duly sworn deposes and says.

Q. 1. State your name, age, occupation and place of residence?

A. 1. Name William Collins, age 24 years, occupation teamster, place of residence Big Stone Gap, Va.

~~xxxxxxQxxxPleasexstatewhaxxxxwhexxxxaxingxxxthexxxxingxxx1890xx~~  
~~xxxxxxAxxxIxxxaxingxxxbackxbetweexBigxStonexGapxxVaxxxxxxxxxxxx~~

Q. 2. Please state if you are acquainted with Wm. McGeorge, defendant, in this suit, and William D. Jones, deceased?

A. 2. Yes sir, I knew them both when I saw them.

Q. 3. Please state whether or not you heard a conversation between them concerning the William Young land if so state what was said to the best of your recollection and the place wher it occurred?

A. They was on my hack, and when we drive in front of Mr. Young's house Mr. Gones told me to stop the hack, and showed Mr. McGeorge the land, and was pointing out the oar and timber on the Wm. Young Land, and Mr. McGorge sa id Mr. Jones what have you done with the suit you and Mr. Young had? Mr. Jones said we have decided it I have give him my note binding the land for \$3,000. and Mr. McGorge said Jones you ought to settle that off, or something o that amount, that is about all I know,



Cross-Examination, by R. T. Irvine.

Q. 1. When was this?

A. It was in the Spring of 1880 or 1890 I do not know exactly

Q. 2. There is a difference of 10 years in the Spring of 80 and 90, can you not fix the date more definitely than that?

A. To my recollection it was in 1883, to the best of my recollection.

Q. 3. You have very little idea about time, is that true?

A. I did not keep a notice of the time, ~~I never found~~ I had no notice of the time I was first here and then there working, I can find out by asking Mr. Ayers, I was driving a hack for him and work for him at that time six or seven months.

Q. 4. How did you know Mr. Jones and Mr. McGorge?

A. I knew Mr. Jones before he came out here, I had seen at Bristol at Mr. James's. I knew Mr. McGeorge by hearing him called that.

Q. 5. You can not remember the time within ~~from~~ a period of from 7 to 10 years, and yet you can remember the exact conversation of these men, is not that peculiar?

A. I might recollect if I had any notice, but a person like me does not know what the day of the month is I have got no education.

Q. 6. Are you sure you give the language used by the men at that time?

A. Yes sir, Mr. Jones told me to stop, why of course I heard every thing was said, they were setting on the seat behind me.

Q. 7. What was it they said let us hear it again?

A/ When we drove up there Mr. Jones told me to stop the hack, and was showing Mr. McGeorge the timber and ore on Young's farm, and Mr. McGeorge said what have you done with the young suit, and he says that we have decided that, I give young a note of \$3,000. binding the land in the note until the money was paid, and Mr. Mc)



George said he ought to settle that off, or something to that amount, I do not remember exactly.

Q. 8. What else did they say in that connection?

A. Mr. McGeorge told me to drive on, and they drove up to the Doc Gipson farm, and I brung them up a cup of water apiece . While I stoped at the Young place that was all that passed between them they had been talking before they got there, and after they left the wagon jolted so I could not understand what was said.

Q. 9. Where did he point out any ore?

A. On the mountain, I do not remember exactly some point on the mountain he was pointing to.

Q. 10. Did Mr. Jones explain to him the note was to bind the land?

A. That was just what Mr. Jones told him.

Q. 11. When did you first talk over this matter with Mr. Young?

Question objected to as wholly immetarial and irrelavent.

A. The Fall that Nickle Plate Circus was here Mr. Yound asked me if I recollect the time I drove Mr. Jones and McGeorge over here, and I told him I recollect the time I halled them over in the hack, then I had to go to my work, and he told me he would get to see me again, but I did not see him any more that day. I seen him the next time about four weeks ~~toxxxxxx~~ago and he ask me if I would be here any time some Sunday and I told him I would if I got work, when he come to me then, I think I was driving a wagon for Mr. Carter Cloud, I told him what I would testify to on Thurs-  
three  
day after I seen him on Sunday, this was ~~h~~ about ~~two~~ weeks ago .

Q. 12. Did you tell him then what you told here to-day?

A. Yes sir, I told ~~them~~ him what I had heard said, I meant *what*  
Mr. Jones and McGeorge. *said*

Q. 13. Did Mr. Young say anything about wanting you to be sure to put in your deposition about that note binding the land?



Question objected to because irrelevant.

A. No Sir he only told me he wanted me to come over to Mr. Maynor's office he never told me what he wanted or anything.

Q. 14. When was it he told you, if at all, what it was he wanted you to testified to?

A. He did not tell me he wanted me to testify to anything at all, he told me he wanted me to come over to Mr. Maynor's office

Q. 15. Who else was with Mr. Jones and McGeorge in the hack at that time?

A. No one except Mr. Jones and McGeorge, a fellow come as far as Mr. Wisleys, name Bob Fillinger.

No further question being asked further the deponent sayeth no.

*William H. Collins*  
mark

Met in pursuant to adjournment by agreement this 4th day of Nov. 1893, <sup>(present same parties as before)</sup> No other witnesses being present the further taking of these depositions is closed.

Virginia, Wise County, to-wit:-

I, W. J. Horsley, a Notary Public, in and for the county and state aforesaid, do certify that the foregoing depositions were taken sworn to and subscribed by be, at the time and place and for the purpose mentioned in the Caption. Given under my hand and seal this 4th day of November 1893.

*W. J. Horsley* N. P.

*Charges due W. J. Horsley N. P. 3 hrs @ 75. \$ 2 25*



Received by mail in good condition and filed this the 6th of November 1893 A.B. Munsey  
Clerk

Mr. M. Young  
vs  
Okey

Mr. W. George In re

Free for Dep. \$2.25

Q. Did you go to the office?  
A. Yes, Sir. When was it he told you, if at all, what it was he  
wanted you to testify to?  
A. No Sir he only told me he wanted me to come over to Mr.  
Question objected to because irrelevant.



The Deposition of W. H. Nickels taken before me, W. H. Hylton, a Notary Public in and for the County of Wise and State of Virginia, at the law office of Bullitt & Kelly, in the Town of Big Stone Gap, Virginia, on the 16th day of February, 1901, pursuant to notice hereto annexed, to be read as evidence on behalf of the said Nickels, J. F. Bullitt and the Administrator of J. B. F. Mills, in a certain suit pending in the Circuit Court of Lee County, wherein William M. Young is plaintiff, and <sup>B. D. Jones</sup> ~~William~~ ~~D. Jones~~, and others, are defendants,

PRESENT: William Young, R. A. Ayers, his Attorney, and J. F. Bullitt, Attorney for himself and as counsel for the said W. H. Nickels, and the Administrator of the Estate of J. B. F. Mills.

W. H. Nickels, a witness of lawful age, being first duly sworn, deposes as follows:

DIRECT EXAMINATION By BULLITT.

Q- Are you one of the Defendants in this suit?

A- I am.

Q- Please state your age and occupation?

A- I am 69 years old, and am a farmer by occupation.

Q- Please state how you came to sign the bond of October 22nd, 1899, given by William D. Jones as principal, and by yourself, J. F. Bullitt and J. B. F. Mills as sureties, to William Young, which is the bond sued on in this case?



A- Well- William D. Jones came to me, I think, the day before the execution of the bond, and stated to me that he had bought a tract of land of Mr. Young, and that he had sold an interest to Mr. McGeorge and his people, and that he could not collect the purchase money unless there was a release of the purchase money lien, and Mr. Young agreed to accept bond for the release from myself, yourself and Mr. Mills. I agreed to go upon the bond--- I told Mr. Jones I would go upon the bond with the understanding that there was a lien retained in the sale upon the land, I thought that the one half interest that was retained, would be sufficient to pay the balance of the purchase money.

Q- Did you agree to go upon the bond yourself, or were others to join with you?

A- You and Mr. Mills had agreed to go upon the bond in connection with myself.

Q- You did afterwards go upon the bond?

A- Yes, sir; I think the bond was prepared the next day.

I think, I was called into your office by him.

Q- At the time you executed the said bond, state whether or not you understood and believed that William Young had retained a lien upon the whole of the said land in the original deed from him to Jones?

Question objected to unless the understanding came from

William Young.



A-That was my understanding.

Q- State whether or not an undivided interest in the land was at that time worth enough to pay the ~~xxx~~ amount of purchase money which was still due to the said Young on said land?

A- I believe that it was.

Q- Did you believe that it was at the time?

A- Yes, sir; I thought so.

Q- State whether or not there was much activity at that time in that kind of property, and whether or not the same was being sold readily at good prices?

A- There was considerable activity and lands were selling at good prices.

Q- State whether or not the prices at which that kind of property was selling at that time was greater or less than they were afterwards-- say from 1893 on?

A- Property reduced in value, and sold for a great deal less after 1893. There was a shrinkage in prices.

Q- Would you have executed the said bond if you had known the said Young had not retained a lien on the said land?

A- I do not think I would.

Q- Were you paid anything whatsoever for the execution of the said bond?

A- No, sir; I was not paid anything.



C R O S S E X A M I N A T I O N      By AYERS.

Q- Was Jones present when you signed the bond, Mr. Nickels, or was it brought to you by some one else?

A- My recollection is that I went with Jones to Mr. Bullitt's office. I think it was the next day after they ~~made~~ first made the arrangement with me that I went to Mr. Bullitt's office.

Q- Was Mr. Young present at that time?

A- I do not remember whether he was or not.

Q- Was it not the intention of yourself and co-securities upon this bond to secure Young in the payment of certain of the purchase money notes, due him from Jones, to enable Jones to obtain from him a release of the lien he, Young, held upon the land to secure these notes?

Question objected to because the intention of a written instrument which is before the Court can not be explained by parol.

A- Well, my understanding was that it was to secure Mr. Young provided the one-half interest on which he retained a lien, did not, when sold, pay him up the money.

Q- Was this bond signed at the instance or request of Mr. Young, or did he make any representations to you to induce you to sign the bond?

A- I do not remember having any conversation with Mr. Young about the matter.



Q- The arrangement was made by Mr. Jones?

A- Yes, sir.

Q- Mr. Young did not, then, make any representations to you about the bond or lien?

A- I do not remember that he did. If I had a conversation with Mr. Young I do not remember it.

R E E X A M I N A T I O N            By BULLITT.

Q- When you say that the arrangement about the execution of the bond was made by Mr. Jones, you have reference to the arrangement made with you, and not to the arrangement made with J. F. Bullitt and J. B. F. Mills, have you?

A- I suppose it was the same arrangement. We went on his bond, and I was one of the bondsmen, and on the same conditions, I being one of the bondsmen.

Q- You do not understand my question: You have stated that so far as you recollect, Mr. Young was not present when the arrangement was made with you about signing the bond--- do you know whether or not he was present when the arrangement was made ~~by Jones~~ with Bullitt and Mills?

A- I do not.

Q- You did not know what arrangement was made with J. F. Bullitt and J. B. F. Mills?

A- I did not /



And further this deponent ~~xxxxxxxxxx~~ saith not.

Signature waived.

STATE OF VIRGINIA, County of Wise:

I, W. H. Hylton, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing deposition of W. H. Nickels was taken and sworn to, before me, at the time and place, and for the purpose in the caption hereto mentioned; and I further certify that counsel for William Young waived the signature of the witness to the deposition of the said W. H. Nickels, and agreed that the same might be written out by me after the same was taken in shorthand, and returned to the Court.

Given under my hand, this 16th day of February, 1901.

W. H. Hylton  
NOTARY PUBLIC.

Costs:-

1 hr. Note-taking  
2 hrs. Transcribing

\$0.75  
1.50  
2.25

Total-

Paid by J. F. Bullitt.



To William M. Young

Take notice, that on the 16 day of February, <sup>1901</sup>~~1899~~, at the office of Bullitt & Kelly, in the town of Big Stone Gap, Va., between the hours of 9 o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of

J. H. Nickels

to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of Lee <sup>Va.</sup> County, in which you are

Plaintiff and Wm. McGeorge Jr.

J. H. Nickels, J. F. Bullitt & others

Defendants; and if from any cause the taking of said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of said depositions will be adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Bullitt & Kelly



State of Virginia  
County of [unclear]

J. W. Hylton, a notary public in and for the State and County aforesaid  
do hereby certify that J. W. Hylton this day personally appeared before me  
in my County aforesaid and made oath that on the 13th day of Feb'y, 1901, he executed  
the writ in notice on William M. Young by delivering to the son Ego Young, the  
son of the said Wm. Young a true copy thereof at the usual place of abode of the  
said Wm. Young, and giving to him information of the purport thereof. The  
said Wm. Young not being found at his usual place of abode, and the said  
Ego Young being a member of his family over the age of 16 years.

Given under my hand this 16th day of February, 1901.

J. W. Hylton, N.P.



Wm M. Young, Plff..

v. 4 Deposition of  
W. H. Nichols

~~W. H.~~ Jones, et al. Dft.

---

Received by mail in good  
Condition and filed February  
19<sup>th</sup> 1901

A B Munsey Clerk



Virginia Lee County to wit  
This day A. L. Priemere personally  
appeared before me and made  
oath that he is informed and  
believes that J. C. Chance executor of the  
last will and testament of W. D. Jones  
deceased Catharine B. Jones, Benj. D. Jones  
J. M. Jones Elizabeth Allen, W. J. Carmack  
The unknown infant heirs of Samuel  
C. Jones deceased Wm McGeorge Jr Peasey  
McGeorge and J. M. Bailey defendants  
in an amended bill filed in the Circuit  
Court of Lee County in which Wm  
M. Jerry is plaintiff and Benj. D. Jones et al,  
are defendants are now residents  
of the State of Virginia as affiant  
informed and believes. Given under  
my hand this Jan 26 1892

J. C. S. Hyatt Clerk.

The object of the amended Bill is to  
enforce a written lien of \$3000.00  
against ~~the~~ tracts of land in the United  
Cott valley sold by the plaintiff to W. D.  
Jones in his lifetime of said Jones & to  
compel payment thereof by the exec-  
utor of said estate or by a sale of  
said land.



Mrs. M. Young  
vs <sup>Ex parte</sup> Affidavit  
Ben D Jones et al

Filed Jan. 26/89.

J. A. Hyatt



\$3,000.<sup>00</sup>

Two years after date I promise to  
pay to William Young Three thousand  
dollars for value received of him. This  
note is given for the last payment for  
the Young tract of land situated in  
Wild Cat Valley, Lee County Virginia  
and is a lien on said tract of land for  
said sum of money. I hereby waive  
my protest as to this debt. Witness  
my hand and seal this 1<sup>st</sup> day of May 1889

Wm D. Jones

(Seal)



Wm Young  
"B"

Virginia Lee county court clerk's office Aug. 9 1889.

The signature of Wm D. Jones to the within  
note hearing date May 1st 1889. was this day  
proved before me the undersigned clerk  
of Lee county court, by the oaths of A. L. Prid-  
more & L. J. Duncan, and admitted to  
records given under my hand this

9th day of August 1889.

John R. Gibson Clerk

Wm Young  
Recorded in Court Book  
No 24 Page 186  
Aug 1889

Wm D. Jones

Recorded in Court Book

Book No 24 Page

John R. Gibson

Oct 25 89



This Deed, made this 25<sup>th</sup> day of May  
in the year one thousand eight hundred  
and eighty seven between William M.  
Young and Fannie R. Young his wife of  
the County of Lee in the State of Virginia  
of the first part and William D. Jones of the  
City of Philadelphia of the second part,  
Witnesseth that for and in consideration  
of the sum of Ten Thousand dollars  
paid and to be paid as follows to wit:  
one thousand dollars part of the said  
sum of \$10,000<sup>00</sup> is to be paid three  
months from this date with interest  
from this date, Three thousand dollars  
other part of the said sum of \$10,000<sup>00</sup> is  
to be paid twelve months from this  
date with interest thereon from this  
date, Three thousand dollars other part  
of the said sum of \$10,000<sup>00</sup> is to be  
paid two years from this date  
with interest thereon from this  
date and three thousand dollars  
the residue of the said sum of \$10,000<sup>00</sup>  
is to be paid three years from this  
date with interest thereon from this  
date, the said parties of the first  
part have granted bargained  
sold released and conveyed and



by these presents do grant bargain sell  
release and convey unto the said William  
D. Jones a certain tract or parcel of  
land situated in the said county  
of Lee in the wild Cat Valley  
and on the head waters of the  
North Fork of Clinch river and  
bounded as follows to wit: Begin-  
ning at the lower corner of Landers  
tract of land on the McBrady line  
thence running with said McBrady's line  
to a white walnut ash and Elm at  
the lower side of the road thence with  
the McBrady line to a point on a ridge  
opposite to Monroe Legs dwelling house  
thence running from the McBrady line  
up the said ridge or spur of the moun-  
tain to the lower cliff of said mountain  
and thence running around with the said  
lower cliff up the valley a North Easterly di-  
rection to a point at said lower cliff opposite  
the said starting point at Landers corner  
and thence running down the moun-  
tain to Landers said lower corner on  
the McBrady line. Also one other tract  
of land situated in said county of  
Lee in the wild Cat Valley adjoining  
the before mentioned tract and



bounded as follows. to wit Beginning on  
a sugar tree bush and dogwood and  
double birch at the foot of a spur of  
Powells mountain and running N 54 W.  
45 poles crossing a branch to a locust  
stump and maple near a strong branch  
S 66 W 2 1/4 poles along the foot of Wallens  
ridge to three white oaks S 27 W. 196 poles  
to a birch and fontlers in a deep  
hollow among laurels S 32 E 150 poles  
crossing the branch to 3 white oaks on  
a ridge near the foot of Powells moun-  
tain thence along the breaks of the  
mountain N 34 E 434 poles to the begin-  
ning. containing in both tracts. One  
thousand acres be the same more  
or less. To have and to hold the said  
tracts of land unto the said William  
D. Jones and his heirs forever, and  
the said parties of the first part  
herely warrant specially only the  
first tract of land above de-  
scribed. and warrant generally the  
last described tract of land.  
Witness the following signatures  
and the day and date first above  
written.

W. M. Young. *Seal*  
Fannie R. Young *Seal*



Virginia } ss.  
Lee County }

I, Barr Bailey a Commissioner  
in chancery for the circuit court  
in and for the county of Lee and  
State of Virginia do certify that  
William M. Young whose name is  
signed to the writing above bearing  
date the 25<sup>th</sup> day of May 1887 has  
acknowledged the same before  
me in my county aforesaid.  
Given under my hand this the  
26<sup>th</sup> day of May 1887

Barr Bailey Commissioner  
in chancery for the circuit court  
of Lee County.

State of Virginia }  
County of Lee } ss.

I, Barr Bailey a Commissioner in  
chancery for the circuit court in and for  
the county of Lee and State of Virginia  
do certify that William M. Young and  
Fannie R. Young his wife whose names  
are signed to the writing above bearing  
date on the 25<sup>th</sup> day of May 1887 ack-  
nowledged the same before  
us in our county aforesaid, and



The said Fannie R. Young wife of  
the said William M. Young personally  
appeared before us in our county and  
State aforesaid and being by us  
examined privily and apart from  
her husband and having the  
writing aforesaid fully explained  
to her, she the said Fannie R. Young  
acknowledged the said writing to  
be her act, and declared that she  
had willingly executed the same  
and does not wish to retract it.  
Given under our hands this the 26<sup>th</sup>  
day of May 1887.

Carr Bailey Commissioner  
Chancery for the circuit court  
of Lee County.

Virginia Lee County Court clerk's office  
the 26<sup>th</sup> day of May 1887.

The foregoing deed bearing date  
May the 25<sup>th</sup> 1887. between William  
M. Young and Fannie his wife  
of Lee County Virginia of the first  
part, and William D. Jones of the County  
of Philadelphia of the second  
part was this day filed in this  
office and admitted to record upon  
the certificate of Carr Bailey  
a Commissioner in chancery.



W. D. Jones  
From Copy of Deed  
W. M. Young & wife  
Recorded Deed  
Book 22 P. 287 &  
J. R. Gibson clk

"D"

See 1.25

for the circuit court of the county  
Virginia  
State John R. Gibson clerk  
Copy of the Record  
State John R. Gibson clerk



Know all men by these presents  
that we Wm D. Jones, William H.  
Nichols, G. B. F. Mills, G. F. Bullitt Jr.  
are held and firmly bound  
unto Wm M. Young in the penal  
sum of six thousand dollars, to  
the payment whereof well and truly  
to be made we bind ourselves joint-  
ly and firmly by these presents  
And as to the payment of this debt  
we each waive the benefit of our  
Homestead Exemptions.

Witness our hands and seals this  
Oct. 22<sup>nd</sup> 1889.

The condition of the above obli-  
gation are such that whereas the  
said Wm M. Young heretofore conveyed  
to William D. Jones two certain tracts  
or parcels of land situated in Wild  
Cat Valley Lee County Virginia by  
and bearing date 25<sup>th</sup> day of May  
1887. now in the Clerk's office of Lee  
County Virginia to which reference  
is here made for a more particu-  
lar description thereof. And on  
which the said Young retained  
a lien for the unpaid purchase  
money. And whereas one half



of said purchase money has been  
by the said Wm D. Jones fully paid  
to the said Young. and whereas,  
the said Jones is desirous to have  
said lien released on half said  
land, so paid for as aforesaid. and  
the said young & wife having this day  
executed a deed of release for one  
half of said land from the lien  
aforesaid and whereas the lien  
aforesaid would by operation of law  
now upon and affect the whole of  
said land now, if the moiety of  
said land so released by said  
Young's deed of this date. shall  
fully secure and in the event  
of sale, fully pay the residue of  
purchase money now unpaid, or  
should said purchase money be  
paid, without subjecting said land  
to sale, and the said Young be paid  
his said purchase money by a sale  
of said remaining half of said land  
or otherwise, This obligation to be paid  
otherwise to remain in full force and  
virtue.

Wm D Jones *sent*

Wm H. Nichols *sent*

J. F. Bullitt Jr *sent*

J. B. F. Mills *sent*



Virginia Lee County, to wit:

I, John R. Gibson clerk of Lee County court in the State aforesaid do certify That John M. Tate, William Young and L. E. Wildason and A. R. Hyatt this day personally appeared before me in my county aforesaid and the said John M. Tate affirmed that he was acquainted with the handwriting of W. H. Nichols and that he believed his signature to the foregoing writing bearing date Oct. 22<sup>nd</sup> 1889. was genuine and that said Mr Young made oath that Mr D. Jones, Mr H. Nichols, J. F. Bullitt signed said writing in his presence and that he was acquainted with the handwriting of J. B. F. Miles and believed his signature to the foregoing writing to be genuine and the said L. E. Wildason made oath that he was acquainted with the handwriting of J. F. Bullitt Jr. and that he believed his signature to the foregoing to be genuine and that the said A. R. Hyatt made oath that he was acquainted with the handwriting of W. Jones, J. F. Bullitt Jr. and J. B. F. Miles and



believed their signatures to the foregoing writing were genuine. And thereupon said writing is admitted to record. Given under my hand this the 6<sup>th</sup> day of July 1891.

J. R. Gibson Clerk.

Copy of this Record.

Test John R. Gibson Clerk.

51  
Wm Young  
J. R. Gibson

W. D. Jones et al.

Deed Book 27  
P. 163

"Bancroft"

"X"

Jan 75



State of Virginia.  
County of Lee } ss.

I, Barr Bailey a Commissioner  
in chancery for the Circuit Court  
in and for the County of Lee and  
State of Virginia do certify that  
William M. Young and Fannie R.  
Young his wife whose names are  
signed to the writing above bearing  
date on the 26th day of May 1897.  
acknowledged the same before us in  
our county aforesaid and the said Fannie  
R. Young, Young, wife of the said  
William M. Young personally appear-  
ed before us in our county and  
State aforesaid and being by us  
examined privily and apart from  
her husband and having the writing  
aforesaid fully explained to her  
she the said Fannie R. Young ack-  
nowledged the said writing to be  
her act and declared that she had  
willingly executed the same and  
does not wish to retract it.

Given under our hands this the  
26th day of May 1897

Barr Bailey Commissioner  
in Chancery for the Circuit Court of  
Lee County.



Virginia Lee County Court Clerk's office  
the 26<sup>th</sup> day of May 1887.

The foregoing deed bearing date  
May the 25<sup>th</sup> 1887. between William M.  
Young and Fannie his wife of Lee  
County Virginia of the first part  
and William D. Jones of the city of  
Philadelphia of the second part  
was this day filed in this office  
and admitted to record upon the  
Certificate of barr Bailey a Commissioner  
in chancery for the Circuit Court of Lee  
Lee County Virginia.

Teste John R. Gilson Clerk  
Recfy of the record.

Teste John R. Gilson clerk.



W. D. Jones  
From Deed

Wm M. Young Turk  
Deed Book. 22. P. 287.

(Exhibit 101.)



This Deed, made the twelfth day of  
November in the year of our Lord  
one Thousand eight hundred and  
eighty seven (1887) between Wm D.  
Jones of the City of Philadelphia  
and State of Pennsylvania, Gen-  
tlemen, and Catherine B. his wife  
of the one part, and John M. Bailey  
of the city of Bristol State of Ten-  
nessee of the other part, Witness-  
eth that the said Wm D. Jones  
and Catherine B. his wife for and  
in consideration of the sum of Three  
Thousand Dollars, lawful money of the  
United States of America unto them  
well and truly paid by the said John  
M. Bailey at or before the sealing  
and delivery thereof the receipt  
whereof is hereby acknowledged, do  
grant unto the said John M. Bailey  
his heirs and assigns all the one  
equal undivided moiety or half part  
of them the said Wm D. Jones and Catherine  
B. his wife of in and to all those  
two certain tracts pieces or parcels  
of land situate in the County of Lee  
one thereof in Wild Cat Valley and on the  
heads waters of the North Fork of Clinch  
River and bounded as follows to wit



Beginning on the lower corner of Landers tract of land on the McBrady line thence running with said McBrady's to a white walnut ash and elm at the lower side of the road thence with the McBrady line to a point on a ridge opposite to Monroes Leggo Dwelling house, thence running from the McBrady line up the said ridge or spur of the mountain to the lower cliff of said mountain and thence running around with the said lower cliff up the valley a northeasterly direction to a point at said lower cliff opposite the said starting point at Landers corner and thence running down the mountain to Landers and lower corner on the McBrady line, And the other thereof also in said Wild Cat valley adjoining the before mentioned tract and bounded as follows to wit: Beginning on a sugar tree beech and dogwood and double birch at the foot of a spur of Powell's Mountain and running North fifty four degrees west forty five poles crossing a branch



to a locust stump and maple near  
a strong branch South sixty six  
degrees west two hundred and fourteen  
poles along the foot of Wallens ridge  
to three white oaks South twenty seven  
degrees west one hundred and ninety  
six poles to a birch and pointers on a deep  
hollow among Laurels. South thirty  
two degrees east one hundred and  
poles crossing the branch to three  
white oaks on a ridge near the  
foot of Purnells Mountain, Thence  
along the breaks of the Mountain  
North thirty four degrees east  
four hundred and thirty four  
poles to the Beginning containing  
in both tracts one thousand acres  
be the same more or less. Being  
the same tracts pieces or parcels  
of land which William H. Young  
and Fannie R. his wife by deed  
bearing date the twenty fifth day  
of May A.D. 1887 and recorded in  
the Clerk's office in and for the  
said county of Lee in Deed Book  
No 22 Page 287 granted and conveyed  
unto the said Wm D. Jones in fee  
under and subject to the  
payment of an equal moiety



of the balance of purchase money  
still due and unpaid in accordance  
with the terms of the above recited  
deed of the twenty fifth day of May  
A.D. 1887. And the said Mr D. Jones  
covenants that he will warrant  
specially the land hereby conveyed;  
that he will execute such further  
assurances of said lands, and that  
he has done no act to encumber  
the same. Witness the following  
signatures and seals.

Wm D Jones Seal

Catherine B. Jones Seal

Sealed and delivered  
in presence  
Somers S. Pearson. }

State of Pennsylvania.  
County of Philadelphia } s/s.

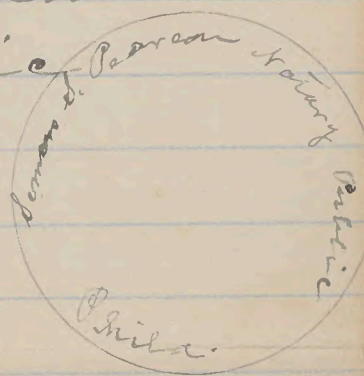
I, Somers S. Pearson a Notary  
Public for the Commonwealth of Pennsylv-  
ania, residing in the City of Phil-  
adelphia do certify that Mr D. Jones  
whose name is signed to the writing  
above bearing date the twelfth day  
of November A.D. 1887, has acknowl-  
edged the same before me in my



county aforesaid, And I do further  
certify That Catharine B. Jones wife of  
Mr D. Jones whose name is also sign-  
ed to the within writing bearing  
date the 12th day of November A.D.  
1887, personally appeared before me  
privily and apart from her husband  
and having the writing aforesaid  
fully explained to her she the said  
Catharine B. Jones acknowledged  
the said writing to be her act and  
declared that she willingly executed  
the same and does not wish to  
retract it. Given under my  
hand and Notarial seal This the  
14th day of November A.D. 1887.

Somers S. Pearson

Notary Public



State of Pennsylvania.  
County of Philadelphia.

I, William B. Mann, Prothon-  
otary of the courts of common pleas  
of said county, which are courts  
of record having a common seal,  
being the officer authorized by the



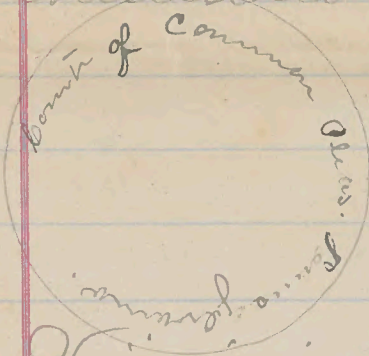
Laws of the State of Pennsylvania  
to make the following certificate do  
certify that Somers Pearson Esquire  
whose name is subscribed to the  
certificate of the acknowledgment of  
the annexed instrument and thereon  
written was at the time of such  
acknowledgment a Notary Public  
for the Commonwealth of Pennsylv-  
ania, residing in the County of  
said duly commissioned and qualified  
to administer oaths and affirmations  
and to take acknowledgments and proofs  
of deeds or conveyances for lands ten-  
ements in said State of Pennsylvania,  
and to all whose acts, as such, full  
faith and credit are and ought to be  
given, as well in courts of Judicature  
as elsewhere, and that I am well  
acquainted with the handwriting of the said  
Notary Public and verily believe his  
signature thereto is genuine and I  
further certify that the said instrument  
is executed and acknowledged in con-  
formity with the laws of the State  
of Pennsylvania.

In testimony whereof I have here-  
unto set my hand and affixed



The seal of said Court This 14<sup>th</sup>  
day of November in the year of  
Our Lord One Thousand eight  
hundred and eighty seven.

Wm B. Mann Prothonotary.



Virginia Lee County court clerk's office  
April 25<sup>th</sup> 1887. The foregoing deed  
bearing date Nov. 12<sup>th</sup> 1887. between  
Wm D. Jones and wife of Philadelphia  
Pa, of the one part and John M.  
Bailey of Bristol Tennessee of  
the other part, was this day filed  
in this office and admitted to  
record.

Test

John R. Gibson Clerk.

A copy of the record.

Test John R. Gibson Clerk.



J. M. Bailey  
From Copy of Deed

W. D. Jones & wife  
Deed Book 24  
P. 36 & c.

(Exhibit No 2)



This Deed, made this Eighteenth day of February in the year of Our Lord One thousand eight hundred and eighty eight (1888) between William D. Jones, of the City of Philadelphia, State of Pennsylvania Gentleman, and Catherine D. his wife, of the one part, and S. Lawrence French of the city of Boston, State of Massachusetts of the other part,

Witnesseth, that the said William D. Jones and Catherine D. his wife for and in consideration of the sum of Twenty Thousand Dollars (20,000.00) lawful money of the United States of America to them in hand well and truly paid by the said S. Lawrence French, the receipt whereof is hereby acknowledged, do grant unto the said S. Lawrence French his heirs and assigns one full, equal undivided eighth part of in and to all those certain tracts or parcels of land in the said County of Lee, in the Mill Brook Valley, One thereof on the head waters of the North Fork of Clinch River, Beginning at the lower corner of Lander's tract



of land on the McBrady line, thence running with said McBrady's line to a white walnut, ash and elm at the lower side of the road; Thence with the McBrady line to a point on a ridge opposite to Monroe Leg's dwelling house; thence running from the McBrady line up the said ridge or spur of the Mountain to the lower cliff of said Mountain, and thence running around with the said lower cliff up the valley a northeasterly direction to a point at said lower cliff opposite the said starting point at Sanders corner, and thence running down the mountain to Sanders's said lower corner on the McBrady line.

The Other Thereof Beginning on a sugar tree, beech and dogwood and double birch at the foot of a spur of Powell's Mountain and running north fifty four degrees west forty five poles, crossing a branch to a locust stump and maple near a stone branch, south sixty six degrees west two hundred and fourteen poles along the foot of Waller's Ridge to three white oaks,



South Twenty seven degrees west one hundred and ninety six poles to a birch and fountains in a deep hollow among laurels; South Thirty two degrees east one hundred and fifty poles crossing the branch to three white oaks on a ridge near the foot of Powell's Mountain, thence along the breaks of the mountain north thirty four. hundred. and thirty four poles to the beginning containing in both tracts one thousand acres be the same more or less.

And the said William D. Jones covenants that he will warrant specially the premises hereby conveyed, that he will execute, such further assurances of the same as may be necessary, and that he will at all times save, defend, keep harmless and indemnify the said S. Lawrence French and the premises hereby conveyed of and from all claims or demands for or by reason of any vendors, liens reserved in or by any of the above recited Deeds, for unpaid portions of the purchase money therein recited. Witness the following signatures and seals.

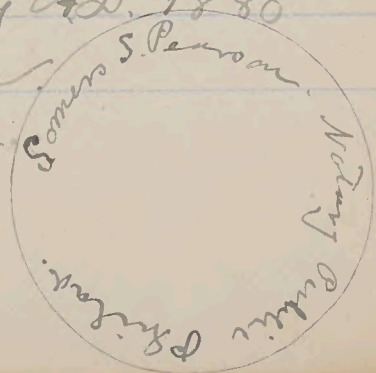
Sealed and delivered } Wm D. Jones seal  
Catharine Jones seal



State of Pennsylvania.  
County of Philadelphia } ss.

I, the Subscriber a Notary Public for the Commonwealth of Pennsylvania residing in the City of Philadelphia do certify that William D. Jones, whose name is signed to the writing above bearing date on the Eighteenth day of February A.D. 1888. has acknowledged the same before me in my county aforesaid. And I do further certify that Catherine B. Jones the wife said William D. Jones whose name is also signed to said writing, personally appeared before me in the county aforesaid and being examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Catherine B. Jones acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and Notarial seal this Eighteenth day of February A.D. 1888

Somers S. Pearson  
Notary Public





Virginia Lee County Court Clerk's  
Office Oct. 5<sup>th</sup> 1888. The foregoing  
deed bearing date February 18<sup>th</sup> 1888,  
between William D. Jones of the  
City of Philadelphia State of  
Pennsylvania and Catherine B.  
Jones his wife ~~and~~ City and State,  
of the one part, and S. Lawrence  
French of the City of Boston, State  
of Massachusetts, of the other part,  
was to day filed in this office,  
and admitted to record upon the  
Certificates thereon

Teste John R. Gibson Clerk  
An abstract copy

Teste John R. Gibson Clerk.



J. Lawrence French.  
From Abstract of  
Deer  
W. D. Jones & Co.  
Deer Book 23  
Page 963 &c

(Exhibit No 3).



This Deed made the 18<sup>th</sup> day of July in  
the year of our Lord one Thousand  
eight hundred eight hundred and  
eighty nine (1889) Between William D.  
Jones of the city of Philadelphia  
State of Pennsylvania gentleman and  
Catharine D. his wife of the one part  
and William McGeorge Junior of the  
said City attorney at Law, of the  
other part, Witnesseth that the  
said William D. Jones and Catharine  
D. his wife for and in considera-  
tion of the sum of Three Thousand  
two hundred and eighty six dollars  
lawful money of the United States of  
America unto them paid at or before  
the sealing and delivery thereof, by  
the said William McGeorge Junior  
the receipt whereof is hereby acknowl-  
edged do grant unto the said William  
McGeorge Junior his heirs and assigns  
All the three full equal undivided  
full sixteenths parts of in and to a  
certain tract or parcel of land situated  
in the county of Lee State of Virginia.  
in the Wild Cat Valley and on the  
head waters of the North Fork of Clinch  
River and bounded as follows to wit:  
Beginning at the lower corner



of Landers Tract of Land on the McBrady  
line, Thence running with said McBrady  
line to a white oak walnut ash  
and Elm. at the lower side of the  
road Thence with the McBrady line  
to a point on a ridge opposite to  
Monroe Lays dwelling house. Thence  
running from the McBrady line up  
the said ridge or spur of the Moun-  
tain to the lower cliff of said Moun-  
tain and Thence running around  
around with the said lower cliff up  
the valley a North easterly direc-  
tion to a point at said lower cliff  
opposite the said starting point  
of Landers corner and thence run-  
ning down the Mountain to said  
Landers said lower corner on the  
McBrady line, also one other tract  
of land situated in said county,  
of land in the wild Cat Valley  
adjoining the before mentioned tract  
and bounded as follows to wit:  
Beginning on a sugar tree, beech  
and Dogwood and double birch  
at the foot of spur of Cornells Moun-  
tain and running North fifty four  
degrees west forty five poles crossing



a branch to a locust stump and  
maple near a stony branch South  
Sixty six degrees west two hun-  
dred and fourteen poles along the  
foot of Wallus ridge to three white  
oaks South twenty seven degrees  
west one hundred and sixty six  
poles to a birch and v. pointers in  
a deep hollow among laurels South  
Thirty two degrees East one hundred  
and fifty poles crossing the branch  
to three white oaks on a ridge near  
the foot of Purnells Mountain  
thence along the break of the  
Mountain. thence along the break  
of the Mountain with thirty four  
degrees east four hundred and  
thirty four poles to the Beginning  
containing in both tracts one thou-  
sand acres be the same more or  
less being the same tract or parcel  
of land which William M. Young  
and Fannie R. his wife by deed  
bearing date the twenty fourth day  
of May A.D. 1887. and recorded in the  
clerks of fice in and for said county  
of Lee in Deed Book 1022 Page 257 &c  
granted and conveyed unto the said  
Mr D. Jones in fee. Together with the



appurtenances, To have and to hold  
the said hereditaments and premises  
herely granted or mentioned and  
intended so to be, with the appur-  
tenances unto the said Mr McGeorge  
Junior his heirs and assigns to  
and for his and their only proper  
use and behoof forever with  
the express agreement on the  
part of the said William D. Jones  
that all deferred payments of pur-  
chase money owing by him  
upon either of said tracts of land  
shall be made by the said <sup>McGeorge</sup> W. D.  
Jones and that the said William  
McGeorge Junior shall be indemnified  
from any suits reckonings attorney  
fees &c for or by reason thereof,  
and the said Mr D. Jones covenants  
that he will warrant specially  
the premises herely conveyed that  
he has the right to convey the  
same and that he will execute  
such further assurances of the  
same as may be requisite. Witness  
the following signatures and seals.

Sealed and Delivered in the  
presence of J. H. Regg.  
O. J. Woodcock & Co,

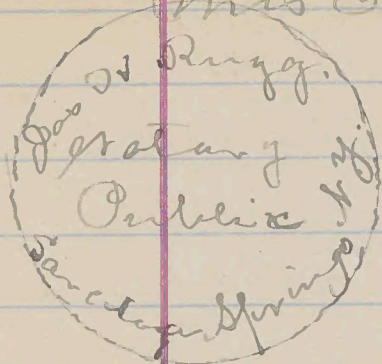
Wm D Jones - Seal  
Catharine B. Jones Seal



State of New York.  
County of Saratoga Jss.

I, James H. Rugg a Notary  
Public for the State of New York  
residing in the City of Saratoga  
do certify that William D. Jones  
and Catharine B. his wife whose  
names are signed to the foregoing  
bearing date the 18<sup>th</sup> day of July  
A.D. 1889. have acknowledged  
the same before me in my  
County aforesaid. Given under  
my hand and official seal  
this 30<sup>th</sup> day of July A.D. 1889.

James H. Rugg.  
Notary Public.



Virginia Lee County Court Clerk's Office  
Aug 5<sup>th</sup> 1889. The foregoing deed bearing  
date July 8<sup>th</sup> 1889. between Wm D Jones  
and wife of the one part and Wm M George  
Jr. of the other part, all of Philadel-  
phia Pa, was this day filed in this  
office and admitted to record upon  
the foregoing certificate

Teste John R. Gibson Clerk  
Deputy of the record, Teste John R. Gibson Clerk



Mr McIsaac Jr  
Front City Deer

Mr D. Jones et ux

Deer Book 24

P. 186.

Exhibit No 5.



This Deed made this 22<sup>nd</sup> day of June in the  
year of our Lord one thousand eight hun-  
dred and eighty nine (1889) between John  
M. Bailey, of Gordon, County of Washington  
State of Virginia Gentleman, and Phoebe  
J. Bailey his wife, of the one part, and  
Josiah H. Mann, of the city of Manchester,  
State of New Hampshire of the other part  
Witnesseth: That the said John M. Bailey  
and Phoebe J. his wife, for and in consid-  
eration of the sum of, Two Thousand Dol-  
lars lawful money of the United States  
of America unto them well and truly  
paid by the said Josiah H. Mann, at or  
before the sealing and delivery there  
of the receipt whereof is hereby ackn-  
owledged do grant to the said Josiah  
H. Mann, his heirs and assigns, all the  
one full, equal undivided moiety or half  
part of, in and to all that certain tract  
or boundary of lands situated in Lee  
county in the State of Virginia, in the  
Wild Cat Valley, on the North side of Great  
Mountain, on the head waters of the  
North Fork of Clinch River the same  
being a part of the John Johnson sixteen  
thousand one hundred acre survey, and  
bounded as follows to wit:  
Beginning on a chestnut, black oak and





and poplar stump near sheep shank  
branch, thence S  $87^{\circ} 45''$  E 4290 feet  
to a double poplar (corner gone) thence with  
fifty seven degrees thirty five minutes,  
East three thousand nine hundred and  
twenty feet to a poplar and maple, thence  
south eighty degrees eighty thirty min-  
utes east one thousand and ninety feet,  
South seventy nine degrees East five hun-  
dred and forty seven feet, North fifty  
nine degrees east one hundred and sixty  
seven feet, North eighty degrees east one  
thousand three hundred and twenty  
four feet, South eighty one degrees thirty  
minutes East two hundred and seventy  
one feet, South seventy eight degrees  
East one hundred and five feet,  
North forty three degrees east six hun-  
dred and twenty six feet, South eighty  
three degrees east one thousand five  
hundred and sixteen feet, North twenty  
three degrees East two hundred and  
fifty feet, South sixty nine degrees thirty  
minutes East, Two thousand and ninety  
three feet to two chestnuts and hickory  
David Meredith's corner, thence North  
thirty six degrees East four thousand  
six hundred and twenty feet to a



white oak near a branch, thence north  
seventy degrees East seventeen Thousand  
two hundred and thirty feet to the  
Beginning containing five hundred  
and five acres be the same more  
or less being the same tract or parcel  
of lands which Henry S. Lane et al.  
et al by deeds bearing date the thirtieth  
day of March A. D. 1887, and recorded  
in the office for recording deeds &c  
in and for the county of Scott in Deed  
Book No 24 Page 195 granted and con  
veyed unto the said Wm. D. Jones in fee  
Together with the appurtenances, To have  
and to hold, the said tract or parcel  
of lands, hereditaments and premises  
hereby granted mentioned and inten  
ded so to be with the appurtenances  
unto the said Josiah H. Mann, his  
heirs and assigns and to and for  
the only proper use and behoof  
of the said Josiah H. Mann his heirs  
and assigns forever Being the same  
tracts or parcels of lands which William  
D. Jones and Catharine B. his wife  
by deeds bearing date the twenty  
second day of January in the year  
of our Lords one thousand eight  
hundred and eighty nine (1889)



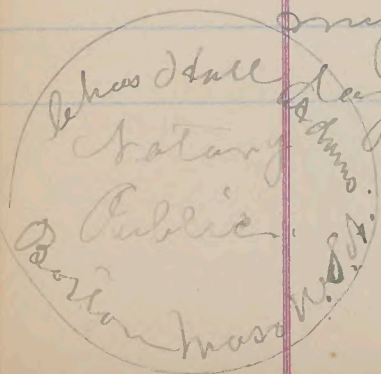
and recorded in deed Book 24 Pages 38  
and 39 Lee County Virginia, granted  
and conveyed unto the said John M.  
Bailey, And the said John M. Bailey  
hereby covenants that he will warrant  
Specially the premises hereby convey-  
ed, and that he will execute such  
further assurances as may be  
requisite, Witness the following  
signatures and seals.

Sealed and delivered } John M. Bailey   
in presence of } Phoebe J. Bailey   
B. W. Lowbridge }

State of Massachusetts.  
County of Suffolk. <sup>ss.</sup>

I, Charles Idall Adams a Notary  
Public for the County of Suffolk  
residing in the City of Boston do  
Certify That John M. Bailey whose  
name is signed to the foregoing  
deed, bearing date on the twenty  
day of June A.D. 1889, has acknowl-  
edged the same before me in  
my County aforesaid, Given under  
my hand and Notarial seal the 22<sup>nd</sup>  
day of June A.D. 1889.

Charles Idall Adams  
Notary Public

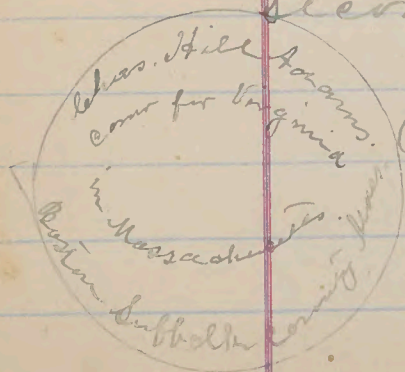




State of Massachusetts,  
County of Suffolk. } ss.

I, Charles Hall Adams a com-  
missioner appointed by the Governor  
of the State of Virginia for the  
said State of Mass. certify that  
Phebe J. Bailey the wife of John  
M. Bailey whose names are sig-  
ned to the within writing bear-  
ing date on the twenty second  
day of June A.D. 1889, personally  
appeared before me in my state  
aforesaid and being examined  
by me privately and apart from her  
husband and having the writing  
aforesaid fully explained to her  
she the said Phebe J. Bailey ack-  
nowledged the said writing to  
be her act and declared that  
she had willingly executed the  
same, and does not wish to re-  
tract it. Given under my hand  
and seal official this the twenty  
second day of June A.D. 1889.

Charles Hall Adams  
Commissioner for the State of  
Virginia





Virginia Lee County Court clerk's office June 25<sup>th</sup> 1887.

The foregoing deed bearing date June 22<sup>nd</sup> 1887. between John M. Bailey and wife of Washington County Va of the one part and Josiah H. Mann of Manchester New Hampshire of the other part was this day filed in this office and admitted to record upon the certificate of Lehas. Hall Adams a Commissioner for the State of Va.

Teste John R. Gibson clk

Recog of the record

Teste John R. Gibson clerk



Josiah H. Mann.  
Family Copy of Seed

J. M. Bailey & wife  
Seed Book 24 P. 145

(Exhibit 145)

W. J.

125



Know all men by These presents, that  
this deed made this Nineteenth day  
of December A.D. 1887 between Josiah  
H. Manns of Manchester County of  
Hillsborough and State of Newham  
shire and Emily A. Mann his wife  
parties of the first part and William  
McGeorge Jr. of The City of Philadelphia  
party of the second part. Witnesseth  
that the said parties of the first  
part, for and in consideration of  
the sum of Five Thousand dollars  
lawful money of the United States  
of America unto them well and truly  
paid by the said McGeorge Jr. at or  
before the sealing and delivery  
hereof, the receipt of which is here-  
by acknowledged. do grant unto  
the said McGeorge Jr. his heirs and  
assigns, all the one equal undivided  
moiety or half part of them the said  
parties of the first part, of in and to  
the following real estate To wit; Three  
hundred thirty acres of land, be-  
the same more or less, lying in  
the Wild Cat Valley on the waters  
of the North fork of Clinch  
River, in Scott and Lee Counties  
Virginia, adjoining the lands





of J. L. Collier Samuel Ward's  
heirs and others, being the land  
on which Dale Legg and Jasper  
Edms now or formerly lived  
and occupied as the tenants of  
J. P. Kane, Also a certain other  
tract of land adjoining the above  
described tract containing ninety  
acres be the same more or  
less, lying in Lee county Virginia  
in both of which tracts of land  
were allotted to the said Kane  
in the partition of the real es-  
tate of the late Henry S. Kane  
amongst his several children  
and heirs at law, for a more  
particular description of which  
lands reference is hereby made  
to the report of the commissioners  
making the partition and the  
decree entered in the chancery  
cause confirming said report.  
Being the same tracts or parcels  
of lands which John M. Bailey  
by deed bearing date the twenty  
seconds day of June A.D. 1889.  
Recorded in the office for re-  
cording deeds &c in and for



several County of Scott. in Deed Book  
No 27 page 101 granted and conveyed  
unto the said Josiah H. Mann.  
in fee to have and to hold all  
the premises aforesaid. and the  
appurtenances thereto belonging  
to the said McGeorge Jr. his heirs  
and assigns to their own use  
and behoof forever.

In witness whereof The said  
Josiah H. Mann. and Emily A.  
Mann his wife have hereunto  
set their hands and seals. Dated  
the day and year first above  
written.

Josiah H. Mann   
Emily A. Mann 

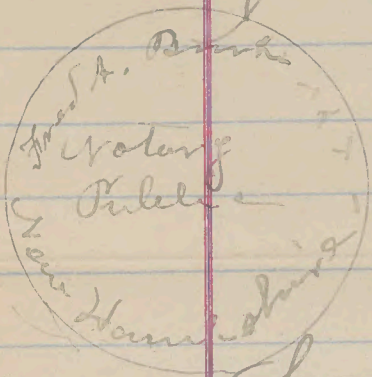
Sealed and delivered  
in the presence of.  
F. A. Burke.

State of New Hampshire  
County of Hillsborough }

I, Fred A. Burk a Notary  
Public for the County of Hillsbor-  
ough residing in the City of  
Manchester do certify that Josiah  
H. Mann and Emily A. Mann  
his wife, whose names are signed  
to the foregoing deed



bearing date of the nineteenth  
day of December A.D. 1889 have  
acknowledged the same before  
me in my county aforesaid  
Given under my hand and  
Notarial seal This 21<sup>st</sup> day  
of December <sup>A.D.</sup> 1889.

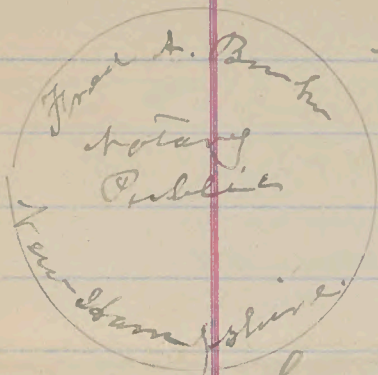


Fred A. Burke Notary Public

State of New Hampshire  
County of Hillsborough }

I, Fred A. Burke a Notary  
Public in and for said county of  
Hillsborough, hereby certify that  
Emily A. Mann the wife of Josiah H.  
Mann whose names are signed to the  
within writing, bearing date  
December the 19<sup>th</sup> 1889, personally  
appeared before me in said county  
and state and being examined by  
me privily and apart from her  
husband and having ~~the~~ the writing  
aforesaid fully explained to her,  
she the said Emily A. Mann  
acknowledged the said writing to  
be her act, and declared that she  
had willingly executed the same  
and does not wish to retract it





Given under my hand and  
official seal this 21<sup>st</sup> day of  
December, 1889.

Fred A. Burke Notary Public

State of Virginia County of Lee to wit:

On the office of the Clerk for the  
said County the 27<sup>th</sup> day of December,  
1889 this deed was presented and  
with the certificate annexed  
admitted to record 7<sup>1</sup>/<sub>2</sub> clock. P.M.

Teste John R. Gibson Clerk.  
Attest, <sup>of the</sup> Teste John R. Gibson clerk.



Wm McGeorge Jr  
Faint Copy of Deer  
J. H. Mann. trans  
Deer Book  
24 P. 420.

Exhibit 107

n. g

1.00



To all to whom these presents may  
come, William M. Young sends Greeting:  
Whereas The said William M. Young  
with Fannie R. his wife by deed  
bearing date the twenty fifth day  
of May A.D. 1887 and recorded in the  
proper office for recording deeds  
&c in and for Lee County in Deed  
Book No 22 Page 2877<sup>2</sup> granted and  
conveyed unto William D. Jones in  
fee, all those two certain tracts  
or parcels of land situate in the  
said county of Lee in the Wild  
Cat Valley as in said deed par-  
ticularly described containing  
together one thousand acres more  
or less reserving thereout a ven-  
dors lien for the balance of  
the unpaid purchase money.  
And whereas The said William  
D. Jones with Catharine B. his  
wife by deed bearing date the  
twenty second day of January  
A.D. 1889 and recorded as afore-  
said in Deed Book No. Page  
granted and conveyed one  
full equal undivide moiety or  
half part of and in said two  
tracts unto John M. Bailey in fee



Under and subject to the payment  
of a proportionate part of said defer-  
ed payments, and whereas the said  
William D. Jones heretofore paid  
the one full equal half part  
of the balance of the purchase  
money for which a vendors lien  
as aforesaid on the remaining  
moiety or half part of said two  
tracts of lands.

Now this Deed Witnesseth, that the  
said William M. Young for and  
in consideration of the premises  
and of the sum of one dollar  
doth hereby release unto the said  
William D. Jones his heirs and assigns  
the vendors lien reserved in and  
by the above recited deed of the  
Twenty fifth day of May A.D. 1887.  
on all this undivided moiety or half part  
of said two tracts of land formerly of  
him the said William D. Jones  
this release to inure to the benefit  
of William McGeorge Junior,  
Pearcy McGeorge and S. Lawrence  
French to whom the said William  
D. Jones has heretofore conveyed  
their respective heirs and assigns.



Provided however that nothing  
herein contained shall be construed  
as waiving or in any way releasing  
the said vendors lien on the other  
moiety or half part of said  
two tracts of land so as aforesaid  
conveyed to John M. Bailey.  
Witness the following signatures  
and seal this Oct 22<sup>nd</sup> 1889.

W. M. Young

Sealed and delivered  
in the presence of  
A. L. Tidmore

State of Virginia.  
County of Wise Yes.

I, J. F. Bullitt Jr. a Notary Public  
in and for the county & state aforesaid  
do certify that William M. Young whose  
name is signed to the writing above  
bearing date the 22<sup>nd</sup> day of October A.  
D. 1889. has acknowledged the same  
before me in my county aforesaid  
Given under my hand this 22<sup>nd</sup>  
day of October A. D. 1889.

J. F. Bullitt Jr. N. P.

Virginia Lee County court clerk office Nov 11 1889.

The foregoing release deed bearing  
date Oct 22<sup>nd</sup> 1889 from W. M. Young



of Lee County Virginia, of the first part,  
to W. D. Jones of the city of Philadelphia  
Pa. of the second part, was this day  
filed in this office and admitted  
to record upon the certificate of J. F.  
Bullitt Jr. a Notary Public for  
Wise County Va.

Teste John R. Gibson Clerk

W. D. Jones

Truly Copy of R. D. Jones

W. M. Young.

Deed Book 24 P. 319.

Exhibit 129.

To be filed in

Chancery Cause of

Wm. M. Young vs

Wm. M. George & al

100



This deed made this 18<sup>th</sup> day of July  
in the year of our Lord 1889 Between  
Wm D. Jones of the City of Philadelphia  
State of Pennsylvania gentleman and  
Catharine B. his wife of the one part  
and William McGeorge Junior of the said  
City attorney at law of the other part.  
Witnesseth that the said Wm D. Jones and  
Catharine B. his wife for and in con-  
sideration of the sum of three thousand  
two hundred and fifty six dollars  
lawful money of the United States  
of America unto them paid at or  
before the sealing and delivery  
thereof by the said William McGeorge  
Junior the receipt whereof is hereby  
acknowledged, do grant unto the said  
William McGeorge Junior his heirs and  
assigns All the three full equal un-  
divided full six tenths parts of in  
and to a certain tract or parcel of  
land situated in the County of Lee  
State of Virginia in the wild-cat  
valley and on the head waters of  
the North Fork of Clinch River and  
bounded as follows to wit:

Beginning at the lower corner  
of Lamberts tract of land on the



McCrady line; thence running with said McCrady line to a white-walnut ash and elm at the lower side of the road; thence with the McCrady line to a point on a ridge opposite to Monroe Legs chiselling house; thence running from the McCrady line up the said ridge or spur of the mountain to the lower cliff of said mountain; and thence running around with the said lower cliff up the valley a north-easterly direction to a point at said lower cliff opposite the said starting point of Lander's Corner, and thence running down the mountain to Lander's said <sup>Peaver</sup> Corner, on the McCrady line - also one other tract of land situated in said County of Cand in the wild Cat valley adjoining the before mentioned tract and bounded as follows to wit: Beginning on a sugar tree buck and dogwood and double birch at the foot of spur of Powell's mountain and running north fifty-four degrees west forty five poles crossing a branch to a Locust stump and maple near a stony branch; south sixty six degrees west two hundred & fourteen poles along the foot of Wallens ridge to



three white oaks, south twenty seven  
degrees west one hundred and ninety  
six poles to a birch and . . . pointers  
in a deep hollow among laurels,  
south thirty two degrees east one hun-  
dred & fifty poles crossing the branch  
to three white oaks on a ridge near  
the foot of Powell's mountain; thence  
along the brakes of the mountain  
xx north thirty four degrees east  
four hundred and thirty four poles to  
the Beginning Containing in both  
tracts one thousand acres be the same  
more or less. Being the same tracts or  
parcels of land which Wm. Young  
and Fannie R. Young his wife by deed  
bearing date the 25<sup>th</sup> day of May A.D.  
1887 and recorded in the clerk's office  
in and for said County of Lee in  
Deed Book No 22. Page 287 &c granted  
and conveyed unto the said Wm. D. Jones  
in fee. Together with the appurtenances.

To have and to hold the said hereditament  
and premises hereby granted or mentioned  
and intended so to be with appurtenances  
unto the said Wm. McGeorge, Junior his heirs  
and assigns to and for his and their only  
proper use and behoof forever. With



the express agreement on the part of the said William D. Jones that all deferred payments of purchase money owing by him upon either of said tracts of land shall be made by the said William D. Jones and that the said William McGeorge Junior shall be indemnified from any suits, charges, attorney fees or for or by reason thereof. And the said Wm D. Jones covenants that he will warrant specially the premises hereby conveyed, that he has the right to convey the same and that he will execute such further assurances of the same as may be requisite. Witness the following signatures and seals.

Wm D. Jones (s)  
Catharine D. Jones (s)

W. D. Jones or wife

To be received for

Wm D. Jones

Wm McGeorge Jr



\$3.000<sup>00</sup>

Two years after date, with interest  
from date, I promise to pay to William M.  
Young Three Thousand dollars for value re-  
ceived of him. I hereby waive my homestead  
exemption as to this debt. This note is for land  
Witness my hand and seal this 25<sup>th</sup> day of  
May 1887

Wm. S. Jones

(Seal)



300029

Two years after date I promise to  
pay to William Young three thousand  
dollars for value received of him. This  
note is given for the last payment for  
the Young tract of land situated in  
Wild Cat Valley Lee County Virginia  
and is a hint on said tract of land  
for said sum of money. I hereby waive  
my home tract exemption as to this  
debt. Witness my hand and seal this 1<sup>st</sup> day of May 1889  
W<sup>m</sup> D. Jones (Seal)

Endorsed as follows, viz:

W<sup>m</sup> M. Young

State of Virginia,

SS.

BIG STONE GAP, COUNTY OF WISE.

On this 2<sup>nd</sup> day of May, in the year of our Lord,  
one thousand eight hundred and nine, I, C. H. Berryman  
Notary Public, by legal authority admitted and sworn, and dwelling in the town of  
Big Stone Gap, aforesaid, at the request of APPALACHIAN BANK, went with  
the original note of which the above is  
a true copy, to the proper person  
and demanded payment of the same which was refused.

Wherefore, I, the said Notary, at the request aforesaid, have **PROTESTED**,  
and by these presents do solemnly protest against the drawer, endorser, and all others  
concerned therein, for exchange, re-exchange, and all costs, charges, damages and  
interest suffered and sustained, or to be suffered and sustained by reason or in con-  
sequence of the non payment of said note.

This is to Certify, that I have this 2<sup>nd</sup> May 1891, deposited in the  
Big Stone Gap, Post-office, postage paid, notices of Protest addressed to W<sup>m</sup> M. Young  
J. C. Chance, Executor of W<sup>m</sup> D. Jones  
Philadelphia Penn.

Inclosed

Protest, . . . 1.00  
Record, . . . 1.00  
Notices, 25c. each, . . . 1.50  
Postage, . . . 2.00  
\$2.50

Thus Done and Protested, in the town of Big  
Stone Gap, aforesaid, and my Notarial Seal affixed,  
the day and year last written, the same being duly  
recorded in my office as is by law required.

C. H. Berryman  
Notary Public.



STATE OF VIRGINIA,

County of Wise. }

I, C. H. Berryman, a Notary Public, within and for the State and County aforesaid, hereby certify that the within is a true and perfect copy of the protest of the paper within named as appears of record in my office.

Given under my hand and seal of office, this 2nd day of May 1891

C. H. Berryman  
N. P. Wise County, Va.

No. 25  
Wm D Jones  
note  
PROTESTED  
For Non protest  
2nd May 1891  
Amount, - - - \$ 3000.00  
Protest Fee, - - - \$ 2.54  
Total, - - - \$ 3002.54

Virginia Lee County Court Clerk's of fine August 9 1887

The signature of W<sup>m</sup> D Jones to the within note bearing date May 1<sup>st</sup> 1889 was this day proved before me the undersigned clerk of Lee by the oath of A. L. Pedmore & C. S. Duncan and admitted to record. Given under my

hand and this 9<sup>th</sup> day of August 1887.

John R. Gibson Clerk

do 24 Aug 1886 Gibson Clerk  
Recorded in book  
Wm Young  
Jas Jones  
Jas M

W<sup>m</sup> D Jones  
To John

Wm Young

Recorded in Book

Book #24 P 186

John R. Gibson C. C.

See 254



\$3,000.<sup>00</sup>

Three years after date, with interest  
from date, I promise to pay to William M.  
Young, Three thousand dollars for value re-  
ceived of him. I hereby waive my homestead  
exemption as to this debt. This note is for land  
witness my hand and seal this 25<sup>th</sup> day of  
May 1887

Mrs. J. J. J.

(Seal)



Wm M. Young

vs

Demurrer Wm M George Jr.

B D James et als

Grounds of Demurrer

1<sup>st</sup> That all necessary parties are not before the court - to wit Mary J. James and Jno M. Bailey.

2<sup>nd</sup> There is no affidavit that the heirs of A.C. Jones deceased are unknown

3<sup>rd</sup> The bill & exhibit ("D") show that the land was bought May 23<sup>rd</sup> 1887, and no lien retained - It shows further that the note or bond here sued on, & which is claimed to be a lien on the land, was not executed until May 1<sup>st</sup> 1889 - The Bill states that "in the meantime the said Jones had sold said land or a part of it to one Wm M George Jr. who now claims an interest therein" (see second page of plaintiffs bill) - It is submitted that according to this statement Mr. McGeorge bought his interest before the creation of this lien (if it be a lien) & should therefore not be subjected to it -

4<sup>th</sup> That the instrument here sued on is not a lien or mortgage at all

good

Me 3230



5<sup>th</sup> The condition precedent of the bond entered into by Wm D. Jones as principal and Messrs Nickels, Mills and Buell as sureties was that ~~the~~ a lien was ~~originally~~ reserved upon the land mentioned, and this condition being ascertained to be unfounded in fact, no decree should be rendered against these sureties - (See Exhibit "Bond")

H. C. M. Dawell for  
R. T. Irvine  
for defendants

Wm M. Young

vs

Wm D. Jones

Grounds of

Demurrer

No affidavit taken  
there is not a return



In the Clerk's Office of the Circuit Court of the County of Lee on the 26<sup>th</sup> day of

January 1872

Wm. M. Young

Plaintiff

against

Benn. D. Jones et al

Defendants

En Bancery

The object of this suit is to, on an Amended Bill, enforce a written lien of \$3000.00 against two tracts of land in the wild cat valley sold by the Plaintiff to Wm. D. Jones in this life time of said Jones & to compel payment thereof by the executor of said last, or by sale of said land.

And an affidavit having been made and filed that the defendants J. L. Cheques executor of the last will & testament of W. D. Jones dead, Nathaniel D. Jones, Ben. D. Jones, J. M. Jones, Elizabeth Allen, W. J. Leppach & the undersigned ~~defendants~~ <sup>another</sup> residents of the State of Virginia, is

ordered that ~~they~~ do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Priddy

p. q.

J. S. Hays Clerk.

# Wm. McGeorge Jr, Pearcy McGeorge and J. M. Bailey Defendants in the amended Bill



Wm. M. Gentry

vs Order

vs Duke

Ben. D. Jones et al

I certify that I  
posted an office  
Copy of this order  
on Lee Courthouse  
door on first  
day February Term  
1892. of Lee County  
Court.

J. A. G. Hyatt



In the Clerk's Office of the Circuit Court of the County of Lee on the 13<sup>th</sup> day of

July 1891.

Wm. M. Young

Plaintiff

against

Ben. D. Jones et al

Defendant

In Chancery

The object of this suit is to enforce a purchase money lien of \$3000.00 against one half the land in the bill mentioned & if said land will not satisfy said lien, then to recover the same from the securities, Wm. H. Nickles, J. B. F. Mills & J. F. Bullitt. And an affidavit having been made and filed that the defendants B. D. Jones, J. M. Jones, W. J. Jones, Elizabeth Allerg, W. J. Carmack & the unknown heirs of B. D. Jones are not residents of the State of Virginia, it is

ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

p. q.

A. L. Pridemore

J. A. G. Hyatt Clerk.

3-5-3



Wm M. Young  
vs <sup>3</sup>/<sub>3</sub> Order Pub  
Ben D. Jones et al

I Certify that I  
delivered to Republi-  
can an office copy  
of this order from  
pub. 13 July 1841  
& posted a like  
copy thereof on  
the front door Lee  
Court House on the  
1st day of Aug Term  
1846 of the County  
Court.

J A S Hyatt

Copy from copy



# The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. C. Chacee Executor of  
the last will & testament of Wm D. Jones  
deceased, Catharine B. Jones, Ben D. Jones  
J. M. Jones, M. J. James, Elizabeth Allen  
W. J. Carmack, The unknown Infant heirs  
of Samuel B. Jones decd Wm McGeorge Jr.  
Dea or McGeorge Trustee J. M. Bailey, Wm H  
Nuckles, J. F. Bullitt Jr. and J. B. H. Mills*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by *Wm M. Young*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *26* day of *January* 18*92*, in the 11<sup>th</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



J. Wise Leo.

P.

Wm. M. Young  
3 Spa in Chey  
as 3 owamundik  
3 BeeB  
Ben. D. Jones et al

To 3<sup>rd</sup> February Rules 1892

Oriented by delivery  
of a copy of  
the within to  
J. B. & Wils  
J. & Bullitt & Co  
Wm. H. Vickers  
the within named  
defendant to  
in wire country  
Virginia on  
Feb 13<sup>th</sup> 1892  
Wilson Holbrook  
Gro. E  
By J. Eschler & Co

Mr Sheriff: Wm M Young the Post  
lives at Big Stone Bluff and  
will bring your fees for  
executing this process

Hyatt



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. C. Chance executor of the  
last Will and Testament of W. D. Jones deceased,  
Catharine Jones, B. D. Jones, J. M. Jones, W. J.  
Jones, Elizabeth Allen, W. J. Barnack  
and The Unknown heirs of S. C. Jones dec'd,*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by *William M. Young*

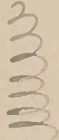
And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.  
This *13<sup>th</sup>* day of *July* 189*1*, in the 11*6* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



19  
Wm M. Young

vs  Spa in Chcy

Bene. D. Jones et al

To 1st August Rules 1891

Not executed the  
defendants ~~not being~~  
~~found in my bailiff~~  
~~work~~ July 18-1891

C. E. Flanery S. L. L.



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Washington*  
*J. C. Chance Executor*  
of the last Will and Testament of *W. D. Jones*  
decd, *Catharine B. Jones, Benj. D. Jones,*  
*J. M. Jones, M. J. James, Elizabeth Allen W. J.*  
*Garmack, The unknown Infant heirs of*  
*Samuel B. Jones, decd, Wm. McGeorge Jr.*  
*Pearcy McKinnon, Trustee, J. M. Bailey, Wm. H. Nickles,*  
*J. F. Bullitt Jr. and J. B. H. Mills* *third*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by *Wm. M. Young*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *26<sup>th</sup>* day of *January* 18*92*, in the 11<sup>th</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



S. W. Co

(D)

Wm. M. Young  
3 Spa in Chcy  
us on Amundid Hill

Ben D. Jones et al  
Lo 2nd Febr. Rules 1892

Executed by  
delivering a  
copy of within  
Spa in Chcy to  
M. J. James  
Feb 1 1892

R. R. Hughes & Co

May 16 9 50 by J. M. Barker  
R. R. Hughes & Co

Mr. W. M. Barker of Bristol &  
Ben D. L. Friedman will pay  
these fees on account of the very  
cuticular sickness of Genl. Friedman's  
daughter. I do not call on him for fees &c.



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon J. C. Chance executor  
of the last will and testament of  
W. D. Jones deceased, Catharine Jones  
B. D. Jones, J. M. Jones, W. J. James  
Elizabeth Allen, W. J. Carmack  
and the Unknown heirs of S. C. Jones dec'd,

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in August next, being rule day to answer a bill in Chancery exhibited in our said Court  
against them by William M. Young

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 13<sup>th</sup> day of July 1891, in the 11<sup>6</sup> year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

J. A. G. Hyatt



For  
Catherine James  
wife of W. W. James  
Bristol  
Va



VIRGINIA—In the Clerk's Office of  
the Circuit Court of the County of Lee,  
on the 13th day of July, 1891.

Wm. M. Young, Plaintiff, }  
vs. } In chancery.  
Ben. D. Jones, et al, Deft. }

The object of this suit is to enforce a purchase money lien of \$3,000 against one-half the land in the bill mentioned, and if the said land will not satisfy the said lien then to recover the same from the securities, Wm. H. Nickles, J. B. F. Mills and J. F. Bullitt; and an affidavit having been made and filed that the defendants, B. D. Jones, J. M. Jones, W. J. James, Elizabeth Allen, W. J. Carmack, Catherine Jones and the unknown heirs of S. C. Jones are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the courthouse of this county.

A copy—Teste:

J. A. G. HYATT, Clerk.

A. L. Pridemore, p. q.

23-4t

I, J. H. Hobbs, Editor of the Lee Co.  
Republican, a weekly newspaper  
published in the town of Jonesville,  
and county of Lee, hereby certify that the  
forgoing Order of Publication was  
duly published in the above mentioned  
paper for four successive weeks ending  
Aug. 15, 1891.  
J. H. Hobbs Editor Lee Co., Republican.



Wm. M. Young  
by Printers  
as 3 Certificate  
Ben. S. Jones et al  
Filed Aug. 17 1891  
J. A. G. Hyatt C

Sub fee 5¢



In the Clerk's Office of the Circuit Court, of the County of Lee on the 26th day of January 1892.

Wm. M. Young, Plff. }  
vs } In Chancery.  
Ben. D. Jones, et al Def's }

The object of this suit is to, on an Amended Bill, enforce a written lien of \$3000.00 against two tracts of land in the Wild Cat Valley, sold by the Plaintiff to Wm. D. Jones in the life time of said Jones and to compel payment thereof by the executor of said estate, or by sale of said land. And an affidavit having been made and filed that the defendants J. C. Chance, executor of the last will and testament of W. D. Jones, deceased, Catharine B. Jones, B. Jones, Ben. D. Jones, J. M. Jones, Elizabeth Allen, W. J. Carmack and the unknown infant heirs of S. C. Jones, deceased, and are non-residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the courthouse of this county.

A copy - Teste:

J. A. G. Hyatt, Clerk.

A. L. Pridmore, p. q.

Wm. McGeorge, jr., Percy McGeorge and J. M. Bailey, defendants in the Amended Bill. fe 4-4t

Virginia, Lee County, to-wit:

I, Geo. C. Coleman, the editor and publisher of the Lee County Republican, a newspaper printed in the town of Newsville, in the County of Lee, Virginia, do hereby certify, that the foregoing order of publication was duly published in said newspaper, for four successive weeks from and after the 4th day of Feb. 1892.

Geo. C. Coleman  
Editor & Publisher.



Mm. M. Yarnes  
vs 3 Proffis  
Ben L. Junesita

---

Filed No. 47892  
J. A. Skipton

Do fee 5¢